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4 Attorneys for Summit Leasing, Inc.

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7

8 IN THE UNITED STATES BANKRUPTCY COURT  
9 FOR THE DISTRICT OF OREGON

10 In re Case No. 15-31963-pcm13  
11 Debra A. Crawford,  
12 Debtor.

OBJECTION BY SUMMIT LEASING, INC.  
TO DEBTOR'S MOTION TO EXTEND  
AUTOMATIC STAY

14  
15 Summit Leasing, Inc. ("Summit Leasing") hereby objects to the Debtor's Motion  
16 to Extend the Automatic Stay [Doc 16]. Contrary to representations set forth in the Debtor's  
17 Motion, the Debtor has not acted in good faith and should not receive the benefit of further  
18 protection pursuant to 11 U.S.C. § 362. This Objection is supported by the Declaration of Ken  
19 Mears ("Mears Decl."), the pleadings and records in this proceeding, the pleadings and records in  
20 the Debtor's prior bankruptcy Case No. 14-32580-tmb13, and the points and authorities below.

21 **BACKGROUND FACTS**

22 On or about February 15, 2012, the Debtor and The Ultimate Tan & Med Spa,  
23 LLC, as co-borrowers, entered into an Equipment Finance Agreement with Summit Leasing for  
24 the finance and purchase of specific Tanning Bed Equipment (the "Equipment"). The Ultimate  
25 Tan & Med Spa, LLC previously operated 7 tanning and medical spa treatments locations across  
26 the Portland area. On or about April 24, 2014, and approximately one week prior to the filing of

1 the Debtor's prior bankruptcy case on May 2, 2014, the Debtor personally and on behalf of The  
2 Ultimate Tan & Med Spa, LLC executed an Assignment and Assumption Agreement under  
3 which the Debtor obtained all of the assets of The Ultimate Tan & Med Spa, LLC, including its  
4 50% interest in the Equipment, and assumed its debts and liabilities without any additional  
5 consideration being provided.

6                 Despite allegedly transferring to herself the corporate assets of The Ultimate Tan  
7 & Med Spa, LLC and allegedly assuming its liabilities, the Debtor did not value the business as a  
8 whole or the separate business locations on her schedules for her prior bankruptcy. Specifically,  
9 the Debtor failed to provide: the value of the good will of the business and/or each location, the  
10 value of any outstanding accounts receivable for the business, customer lists for the business  
11 and/or each location, website value or any other business valuation. The Debtor simply listed  
12 business equipment and the value of her interest in The Ultimate Tan & Med Spa as \$0.00.

13                 During the prior bankruptcy, Summit Leasing inspected and appraised the  
14 Equipment. During the inspection, Summit Leasing discovered that several pieces of Equipment  
15 were missing from the Debtor's business locations. Summit Leasing requested information on  
16 the location and status of the missing Equipment and was finally informed by the Debtor's  
17 attorney in mid-August of 2014 that the missing Equipment was sold and transferred to a third  
18 party which took over the Debtor's St. Helens business location. Summit Leasing did not  
19 approve the sale or receive any proceeds of sale for the Equipment. Likewise, Summit Leasing  
20 did not release its security interest in the Equipment. The Debtor did not list the sale or transfer  
21 on her Statement of Financial Affairs or any information on the buyer or the amounts received  
22 from the sale. In mid-September of 2014 in the course of objecting to confirmation of the  
23 Debtor's plan, Summit Leasing was informed that the St. Helens location was taken over by the  
24 Debtor's sister-in-law Rachel Jones Nass with the only "consideration" for the sale being Ms.  
25 Nass' assumption of the business lease. Consequently, the transfer of the St. Helens business  
26 location, including Summit Leasing's missing Equipment, was made for no value (certainly

1 significantly less than reasonably equivalent value) and made to an insider of the Debtor with the  
2 transfer concealed and not disclosed on the Debtor's Statement of Financial Affairs in her prior  
3 bankruptcy.

4 On September 22, 2014, Summit Leasing filed an adversary proceeding against  
5 the Debtor, The Ultimate Tan & Med Spa, LLC and Rachel Jones Nass for fraudulent transfers,  
6 Adv. Proc. No. 14-03219-tmb. Summit Leasing's claims were based on the transfer of the St.  
7 Helens business location to Rachel Jones Nass for no value and the transfer of the assets of The  
8 Ultimate Tan & Med Spa, LLC to the Debtor immediately prior to the petition date for less than  
9 equivalent value and in an attempt to hinder, delay and defraud creditors of the Debtor. On  
10 October 24, 2015, the court entered a Stipulated Judgment pursuant to which the Debtor  
11 stipulated to a Judgment of \$31,000 which was deemed a nondischargeable debt pursuant to 11  
12 U.S.C. §§ 523(a)(2)(A), and 523(a)(6). The Debtor further stipulated and agreed that the  
13 Judgment would be entitled to collateral estoppel effect in any subsequent bankruptcy case filed  
14 by or against the Debtor. Summit Leasing agreed to dismiss The Ultimate Tan & Med Spa, LLC  
15 and Rachel Jones Nass without prejudice based on the Debtor's agreement to repay the Judgment  
16 and the Debtor's agreement to provide specific treatment of Summit Leasing's claim and  
17 remaining Equipment in her chapter 13 plan.

18 The Debtor's Chapter 13 plan was confirmed in her prior bankruptcy on  
19 November 13, 2014. On January 6, 2015, the Chapter 13 Trustee filed a motion to dismiss for  
20 failure to make plan payments. As set forth in the Chapter 13 Trustee's motion to dismiss, the  
21 Debtor's last plan payment was made on October 23, 2014. On February 12, 2015, the Debtor  
22 filed her own motion to dismiss which was granted by the court on the same date.

23 After the Debtor's prior bankruptcy was dismissed, Summit Leasing attempted to  
24 discuss payments and a potential modification with the Debtor. However, the Debtor would not  
25 commit to a payment plan. On April 3, 2015, Summit Leasing issued a demand for payment in  
26 full of the outstanding balance due under the Equipment Finance Agreement and for return of the

## 1 Equipment.

2 On April 22, 2015, the Debtor filed this Chapter 13 Bankruptcy Case. As of the  
3 Petition Date, Summit Leasing was owed a total sum of \$173,673.82. On May 1, 2015, the  
4 Debtor filed her Motion to Extend Automatic Stay. In her motion, the Debtor disclosed for the  
5 first time that she sold her Newberg and McMinnville locations after her prior bankruptcy case  
6 was dismissed. Summit Leasing also had no prior notice of these sales, did not consent to the  
7 sales and did not release its security interest in the transferred Equipment. Summit Leasing's  
8 appraisal from the prior bankruptcy confirmed that nine (9) pieces of Equipment were located at  
9 the two locations with a total value in excess of \$30,000. Summit Leasing requested information  
10 from the Debtor on the two sales including copies of sale agreements, information on the buyers  
11 and the sale prices; however, the Debtor has not provided any information related to either sale.  
12 Likewise, the Debtor did not list either sale in her Statement of Financial Affairs.

13 The Debtor also represents in her Motion to Extend Automatic Stay that she will  
14 close one or two additional business locations. Despite requesting more information from the  
15 Debtor, she has not indicated which locations she intends to close or her intended disposition of  
16 the Equipment at these locations. The Debtor has not offered or proposed to surrender any  
17 additional Equipment which Summit Leasing has not already repossessed.

18 The Debtor's schedules filed on May 6, 2015 do not value the business as a whole  
19 or the separate business locations. As she failed to do in her prior bankruptcy, the Debtor fails to  
20 list the value of the good will of the business and/or each location, the value of any outstanding  
21 accounts receivable for the business, customer lists for the business and/or each location, website  
22 value or any other business valuation. The Debtor again simply lists business equipment and the  
23 value of her interest in The Ultimate Tan & Med Spa as \$0.00.

## **LEGAL ANALYSIS**

Pursuant to 11 U.S.C. § 362(c)(3) and based on the dismissal of the Debtor's prior bankruptcy within the preceding year, the automatic stay will terminate with respect to the

1 Debtor after thirty (30) days of the petition date unless the Debtor “demonstrates that the filing of  
2 the later case is in good faith as to the creditors to be stayed.” 11 U.S.C. § 362(c)(3)(B). In  
3 addition, a case is presumptively filed not in good faith if the standards set forth in 11 U.S.C. §  
4 362(c)(3)(C) are met. The Debtor represents in her Motion that the case was filed in good faith  
5 and that there is not a presumption that her case was not filed in good faith. The Debtor is  
6 incorrect. As discussed below, the Debtor’s case was presumptively not filed in good faith and  
7 as a result, she can only rebut the presumption by clear and convincing evidence. 11 U.S.C. §  
8 362(c)(3)(C). In addition, the Debtor did not act in good faith pre-petition or when failing to  
9 disclose assets and financial transactions in her schedules.

10                 The Debtor’s case was not presumptively filed in good faith pursuant to 11 U.S.C.  
11 § 362(c)(3)(C)(i)(II)(cc) and (C)(i)(III). Under § 362(c)(3)(C)(i)(II)(cc), the presumption exists  
12 if the previous case filed within the preceding year was dismissed after the Debtor failed to  
13 perform the terms of a plan confirmed by the court. Although the Debtor filed her own voluntary  
14 dismissal, she only did so after the Chapter 13 Trustee filed a motion to dismiss for failure to  
15 make plan payments. In fact, not only did the Debtor fail to comply with the terms of the plan,  
16 she failed to make a single payment after her plan was confirmed. This was especially  
17 prejudicial to Summit Leasing which invested significant efforts into negotiating acceptable plan  
18 terms in an attempt to settle bad faith and fraudulent transfer claims. During this time, the  
19 Debtor profited from the continued use of Summit Leasing’s collateral while the Equipment  
20 continued to depreciate. In doing so, the Debtor did not make any good faith attempts to repay  
21 her debt or to adequately protect secured creditors.

22                 The presumption also exists under § 362(c)(3)(C)(i)(III) because there has not  
23 been a substantial change in the financial or personal affairs of the Debtor since the dismissal of  
24 the prior case or a reason to conclude that this case will be concluded with a confirmed plan.  
25 The Debtor attempts to rebut the presumption by explaining that she sold two locations and  
26 intends to close one or two more locations allowing her to free up cash-flow for a chapter 13

1 plan. However, the Debtor's statements provide additional evidence of her bad faith. As  
2 explained above, the Debtor sold the two locations, along with Summit Leasing's Equipment,  
3 without notice to or consent from Summit Leasing. The Debtor did so after stipulating to non-  
4 dischargeable fraudulent transfer claims in her prior bankruptcy due to the transfer of an  
5 additional location. The only information provided on the sales is what the Debtor states in her  
6 Motion – simply that the locations were "sold". She did not list either sale, which apparently  
7 occurred in the last three months, in her Statement of Financial Affairs and she did not provide  
8 any information on the sale terms, purchaser or exactly what happened to Summit Leasing's  
9 Equipment. Therefore, Summit Leasing does not have any information on the condition or use  
10 of the transferred Equipment, whether the Equipment is insured and whether the Equipment can  
11 be recovered from these third parties. The Debtor is not acting in good faith and she has not  
12 been transparent to the court or her creditors.

13                 The Debtor acknowledged prior fraudulent transfers and failed to accurately  
14 disclose assets, transfers and sales in her prior bankruptcy. In filing this second case within a  
15 one year period of time, the Debtor has continued to act in bad faith by failing to make sufficient  
16 disclosures. The only difference is that she sold two locations prior to this bankruptcy instead of  
17 one. The Debtor should not benefit from an extension of the automatic stay while failing to  
18 disclose the sale of business locations in her schedules, the consideration received from the sales  
19 or information on the actual values of her remaining business locations. The Debtor either  
20 converted Summit Leasing's collateral or committed additional fraudulent transfers in  
21 selling/transferring the Equipment with the two locations. Since she has refused to provide any  
22 information on the sales, Summit Leasing is unable to determine the extent of her bad faith at  
23 this time.

24                 Both objective and subjective inquiries are involved in determining whether a  
25 case has been filed in good faith. Factors to be considered include the nature and potential  
26 nondischargeability of scheduled debts; the timing of the case filing; the circumstances of how

1 particular debts were incurred; the debtor's motive for filing; how the debtor's actions affected  
2 creditors; the debtor's treatment of creditors before and after filing; and whether the debtor has  
3 been forthcoming with the court and creditors. *In re Youngblood*, 13-71071, 2013 WL 5592904  
4 (Bankr. C.D. Ill. Oct. 10, 2013); *In re Sidebottom*, 430 F.3d 893, 899 (7th Cir. 2005). In  
5 addition, “[t]he Bankruptcy Code requires that a debtor file necessary declarations adequately,  
6 honestly, and in good faith.” *In re Kane*, 628 F.3d 631, 636 (3rd Cir. 2010) (citing 11 U.S.C. §  
7 521(a)(1); Fed. R. Bankr.P. 9011(b)). “Because full disclosure by debtors is essential to the  
8 proper functioning of the bankruptcy system, the Bankruptcy Code severely penalizes debtors  
9 who fail to disclose assets.” *Chartschlaa v. Nationwide Mut. Ins. Co.*, 538 F.3d 116, 122 (2nd  
10 Cir. 2008); *In re Loeffler*, No. 10-39898 HRT, 2011 WL 6736066 (Bankr. D. Colo. Dec. 21,  
11 2011).

12 The factors present in this case compel a finding of bad faith. The Debtor is  
13 already liable to Summit Leasing for a non-dischargeable fraudulent transfer. She may be liable  
14 for additional non-dischargeable claims based on her most recent non-disclosed sales of business  
15 locations. Furthermore, the Debtor's actions have been extremely prejudicial to creditors  
16 including Summit Leasing. She used the bankruptcy system to avoid paying secured debts while  
17 using depreciating collateral to generate income. Prior to both bankruptcies, the Debtor sold and  
18 transferred Summit Leasing's collateral for her personal benefit. Her actions in this second case  
19 are even more egregious based on the fact that Summit Leasing vehemently objected to the same  
20 type of actions taken in relation to her prior case. The Debtor simply disregarded Summit  
21 Leasing's rights as a secured creditor and continues to act in her own personal interest to the  
22 detriment of creditors. Last, the Debtor has not been transparent in her schedules or with her  
23 financial affairs in either her prior bankruptcy or the current case. There is simply no  
24 justification for the Debtor to be afforded further protection from the automatic stay when she  
25 has not disclosed information on assets, significant transfers of two of her businesses (including  
26 a secured creditor's collateral) and consideration received from the sale of the two locations.

## **CONCLUSION**

2 The Debtor's case was presumptively not filed in good faith. The Debtor may  
3 only rebut this presumption by providing clear and convincing evidence to the contrary. Based  
4 on the Debtor's acts and her failure to accurately disclose her financial situation in her schedules,  
5 the court should find that the case was not filed in good faith and should additionally deny an  
6 extension of the automatic stay.

Dated: May 11, 2015

FARLEIGH WADA WITT

By:/s / Jason M. Ayres

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(503) 228-6044

[jayres@fwwlaw.com](mailto:jayres@fwwlaw.com)

## Of Attorneys for Summit Leasing, Inc.

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8 IN THE UNITED STATES BANKRUPTCY COURT  
9 FOR THE DISTRICT OF OREGON

10 In re Case No. 15-31963-pcm13  
11 Debra A. Crawford,  
12 Debtor.

13 DECLARATION OF KEN MEARS IN  
14 SUPPORT OF OBJECTION BY SUMMIT  
15 LEASING, INC. TO DEBTOR'S MOTION TO  
16 EXTEND AUTOMATIC STAY

17 I, Ken Mears, hereby make this declaration, and declare under penalty of perjury  
18 as follows:

19 1. I am the Accounts Receivable Officer for Summit Leasing, Inc. ("Summit  
20 Leasing"). As such, I have control, custody and knowledge of the Summit Leasing's files, which  
21 are kept in the regular course of business, including the file containing account records of Debra  
22 A. Crawford (the "Debtor") and The Ultimate Tan & Med Spa, LLC. I make this Declaration  
23 based on personal knowledge of the matters set forth herein.

24 2. On or about February 15, 2012, the Debtor and The Ultimate Tan & Med Spa,  
25 LLC, as co-borrowers, entered into an Equipment Finance Agreement with Summit Leasing for  
26 the finance and purchase of specific Tanning Bed Equipment (the "Equipment"). The Ultimate  
Tan & Med Spa, LLC previously operated 7 tanning and medical spa treatments locations across  
the Portland area.

1           3.     On or about April 24, 2014, and approximately one week prior to the filing of the  
2 Debtor's prior bankruptcy case on May 2, 2014, the Debtor personally and on behalf of The  
3 Ultimate Tan & Med Spa, LLC executed an Assignment and Assumption Agreement under  
4 which the Debtor obtained all of the assets of The Ultimate Tan & Med Spa, LLC, including its  
5 50% interest in the Equipment, and assumed its debts and liabilities without any additional  
6 consideration being provided.

7           4.     The Debtor did not value the business as a whole or the separate business  
8 locations on her schedules for her prior bankruptcy. Specifically, the Debtor failed to provide:  
9 the value of the good will of the business and/or each location, the value of any outstanding  
10 accounts receivable for the business, customer lists for the business and/or each location, website  
11 value or any other business valuation. The Debtor simply listed business equipment and the  
12 value of her interest in The Ultimate Tan & Med Spa as \$0.00.

13          5.     During the prior bankruptcy, Summit Leasing inspected and appraised the  
14 Equipment. During the inspection, Summit Leasing discovered that several pieces of Equipment  
15 were missing from the Debtor's business locations. Summit Leasing requested information on  
16 the location and status of the missing Equipment and was finally informed by the Debtor's  
17 attorney in mid-August of 2014 that the missing Equipment was sold and transferred to a third  
18 party which took over the Debtor's St. Helens business location. Summit Leasing did not  
19 approve the sale or receive any proceeds of sale for the Equipment. Likewise, Summit Leasing  
20 did not release its security interest in the Equipment. The Debtor did not list the sale or transfer  
21 on her Statement of Financial Affairs or any information on the buyer or the amounts received  
22 from the sale. In mid-September of 2014 in the course of objecting to confirmation of the  
23 Debtor's plan, Summit Leasing was informed that the St. Helens location was taken over by the  
24 Debtor's sister-in-law Rachel Jones Nass with the only "consideration" for the sale being Ms.  
25 Nass' assumption of the business lease.

26          6.     On September 22, 2014, Summit Leasing filed an adversary proceeding against

1 the Debtor, The Ultimate Tan & Med Spa, LLC and Rachel Jones Nass for fraudulent transfers,  
2 Adv. Proc. No. 14-03219-tmb. Summit Leasing's claims were based on the transfer of the St.  
3 Helens business location to Rachel Jones Nass for no value and the transfer of the assets of The  
4 Ultimate Tan & Med Spa, LLC to the Debtor immediately prior to the petition date for less than  
5 equivalent value and in an attempt to hinder, delay and defraud creditors of the Debtor. On  
6 October 24, 2015, the court entered a Stipulated Judgment pursuant to which the Debtor  
7 stipulated to a Judgment of \$31,000 which was deemed a nondischargeable debt pursuant to 11  
8 U.S.C. §§ 523(a)(2)(A), and 523(a)(6). The Debtor further stipulated and agreed that the  
9 Judgment would be entitled to collateral estoppel effect in any subsequent bankruptcy case filed  
10 by or against the Debtor. Summit Leasing agreed to dismiss The Ultimate Tan & Med Spa, LLC  
11 and Rachel Jones Nass without prejudice based on the Debtor's agreement to repay the Judgment  
12 and the Debtor's agreement to provide specific treatment of Summit Leasing's claim and  
13 remaining Equipment in her chapter 13 plan. A true copy of the Adversary Complaint is  
14 attached hereto as Exhibit 1 and a true copy of the Stipulated Judgment is attached hereto as  
15 Exhibit 2. The Adversary Complaint includes as exhibits true copies of the Equipment Finance  
16 Agreement, a Collateral Security Agreement and the Financing Statements which perfected  
17 Summit Leasing's security interest in the Equipment.

18       7.     The Debtor's Chapter 13 plan was confirmed in her prior bankruptcy on  
19 November 13, 2014. On January 6, 2015, the Chapter 13 Trustee filed a motion to dismiss for  
20 failure to make plan payments. As set forth in the Chapter 13 Trustee's motion to dismiss, the  
21 Debtor's last plan payment was made on October 23, 2014. On February 12, 2015, the Debtor  
22 filed her own motion to dismiss which was granted by the court on the same date. A true copy of  
23 the Chapter 13 Trustee's Motion to Dismiss is attached hereto as Exhibit 3.

24       8.     After the Debtor's prior bankruptcy was dismissed, Summit Leasing attempted  
25 to discuss payments and a potential modification with the Debtor. However, the Debtor would  
26 not commit to a payment plan. On April 3, 2015, Summit Leasing issued a demand for payment

1 in full of the outstanding balance due under the Equipment Finance Agreement and for return of  
2 the Equipment.

3           9.       On April 22, 2015, the Debtor filed this Chapter 13 Bankruptcy Case. As of the  
4 Petition Date, Summit Leasing was owed a total sum of \$173,673.82.

5       10. On May 1, 2015, the Debtor filed her Motion to Extend Automatic Stay. In her  
6 motion, the Debtor disclosed for the first time that she sold her Newberg and McMinnville  
7 locations after her prior bankruptcy case was dismissed. Summit Leasing also had no prior  
8 notice of these sales, did not consent to the sales and did not release its security interest in the  
9 transferred Equipment. Summit Leasing's appraisal from the prior bankruptcy confirmed that  
10 nine (9) pieces of Equipment were located at the two locations with a total value in excess of  
11 \$30,000. Summit Leasing requested information from the Debtor on the two sales including  
12 copies of sale agreements, information on the buyers and the sale prices; however, the Debtor  
13 has not provided any information related to either sale.

14        11. The Debtor also represents in her Motion to Extend Automatic Stay that she will  
15 close one or two additional business locations. Despite requesting more information from the  
16 Debtor, she has not indicated which locations she intends to close or her intended disposition of  
17 the Equipment at these locations. The Debtor has not offered or proposed to surrender any  
18 additional Equipment which Summit Leasing has not already repossessed.

19 I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE  
20 BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE  
21 FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

22 Dated: May 8, 2015.

23 /s/ Ken Mears  
24 Ken Mears  
Volkins, Washington

/s/ Ken Mears  
Ken Mears  
Yakima, Washington

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7 IN THE UNITED STATES BANKRUPTCY COURT  
8 FOR THE DISTRICT OF OREGON

9 In re

10 Debra A. Crawford,

Case No. 14-32580-tmb13

11 Debtor.

12 Summit Leasing, Inc.,

Adversary Proceeding  
Case No. \_\_\_\_\_

13 Plaintiff,

14 v.

15 Debra A. Crawford; The Ultimate Tan & Med  
Spa, LLC; and Rachel Jones Nass,

COMPLAINT  
(Fraudulent Transfers)

16 Defendant.

17

18 Plaintiff, Summit Leasing, Inc., alleges as follows:

19 **JURISDICTION**

20 1.

21 On May 2, 2014 (“Petition Date”), Debra A. Crawford (“Debtor”), filed a petition  
22 for relief under Chapter 13 of Title 11, United States Code.

23 2.

24 This matter arises under Fed. Rule Bankruptcy Procedure 7001, 7064 and ORS  
25 95.230 *et seq.*

26 // /

Page 1 of 10- COMPLAINT

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**EXHIBIT 1**  
Page 1 of 41

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2 This Court has jurisdiction of this proceeding pursuant to 28 U.S.C. §§ 157, 1334,  
3 United States District Court Local Rule 2101, and Bankruptcy Rule 7001. This is a core  
4 proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (E), (H), and (O). Venue is proper pursuant to  
5 28 U.S.C. § 1409.

## **PARTIES**

4.

8 Plaintiff, Summit Leasing, Inc. (“Summit Leasing”) is a Washington corporation  
9 and a secured creditor of the Debtor.

5.

11 Debtor, Debra A. Crawford, is an Oregon resident and member of The Ultimate  
12 Tan & Med Spa, LLC. Debra A. Crawford was formally known as Debra or Debby Nass. Debra  
13 A. Crawford dissolved The Ultimate Tan & Med Spa, LLC on April 30, 2014 and registered the  
14 assumed business name of The Ultimate Tan & Med Spa with herself as registrant on the same  
15 date.

6.

17                   Upon information and belief, Defendant Rachel Jones Nass resides in Oregon and  
18   is a relative of the Debtor.

## BACKGROUND FACTS

7.

21 Plaintiff realleges paragraphs 1 through 6, above, and incorporates them herein by  
22 reference.

8.

24 On or about February 15, 2012, the Debtor and The Ultimate Tan & Med Spa,  
25 LLC, as co-borrowers, entered into an Equipment Finance Agreement with Summit Leasing for  
26 the finance and purchase of specific Tanning Bed Equipment listed on the Equipment Finance

1 Agreement. Amounts due under the Equipment Finance Agreements are secured by the financed  
 2 equipment listed on the Equipment Finance Agreement as well as additional equipment listed on  
 3 the accompanying Collateral Security Agreement (collectively the "Equipment"). The Debtor  
 4 and The Ultimate Tan & Med Spa, LLC were co-owners of the Equipment subject to Summit  
 5 Leasing's security interest. Summit Leasing perfected its security interest in the Equipment by  
 6 filing a series of UCC Financing Statements with the Oregon Secretary of State. Copies of the  
 7 Equipment Finance Agreement and Collateral Security Agreement is attached hereto as Exhibit 1  
 8 and incorporated by reference. Copies of the UCC Financing Statements are attached hereto as  
 9 Exhibit 2 and incorporated by reference.

10 9.

11 The Ultimate Tan & Med Spa, LLC operated seven (7) tanning and medical spa  
 12 treatment locations prior to the Petition Date including a location in St. Helens, Oregon. On or  
 13 about April 24, 2014, and approximately one week prior to the Petition Date, the Debtor  
 14 personally and on behalf of The Ultimate Tan & Med Spa, LLC executed an Assignment and  
 15 Assumption Agreement under which The Ultimate Tan & Med Spa, LLC assigned to the Debtor  
 16 a list of assets of The Ultimate Tan & Med Spa, LLC including all inventory and equipment  
 17 located at all business locations, accounts, outstanding accounts receivable, all work in progress  
 18 and all leasehold interests for the business locations. As alleged consideration for the assignment  
 19 of the assets, the Debtor assumed all outstanding debt of The Ultimate Tan & Med Spa, LLC  
 20 including all secured loans, unsecured loans, accounts payable and unpaid wages but not  
 21 including any tax debt for which the Debtor was not currently responsible. A copy of the  
 22 Assignment and Assumption Agreement is attached hereto as Exhibit 3 and incorporated by  
 23 reference.

24 10.

25 As described above, on April 30, 2014 the Debtor dissolved The Ultimate Tan &  
 26 Med Spa, LLC and registered the assumed business name of The Ultimate Tan & Med Spa with

1 herself as registrant. By registering The Ultimate Tan & Med Spa as her assumed business  
2 name, the Debtor obtained The Ultimate Tan & Med Spa, LLC's trade name and good will. The  
3 Debtor additionally continues to operate the website for The Ultimate Tan & Med Spa, LLC, its  
4 social media links and advertising sources including its Facebook page, Twitter account,  
5 Google+ account, YouTube account and LinkedIn account (the "Social Media Sites"). Upon  
6 information and belief, the Debtor did not provide any consideration for The Ultimate Tan &  
7 Med Spa, LLC's trade name, good will or Social Media Sites.

11.

9 As stated above, on May 2, 2014, the Debtor filed her Chapter 13 Bankruptcy.  
10 The Debtor's Schedule B lists Summit Leasing's Equipment with a value of \$79,700.00.  
11 Summit Leasing's claim as of the Petition Date totaled \$184,654.88, plus interest at the contract  
12 rate of 9.49% per annum. The Debtor's Chapter 13 Plan dated May 15, 2014 proposed to cram  
13 down Summit Leasing's claim to \$79,700.00 with interest at 4%. The Debtor's Amended  
14 Chapter 13 Plan dated August 29, 2014 proposes to cram down the value of the Equipment to  
15 only \$68,000, plus interest at the rate of 6.00% per annum. The Debtor's Statement of Financial  
16 Affairs does not list any sales or transfers of any assets within the two years prior to the Petition  
17 Date other than the sale of a vehicle.

12.

19 On or about May 19, 2014, Summit Leasing requested access to the business  
20 locations to obtain an appraisal of its Equipment. In late June 2014, the Debtor provided access  
21 for the appraisal. During the appraisal, Summit Leasing's agent discovered that several pieces of  
22 Equipment were missing from the business locations. The Equipment which was present and  
23 available has a value of \$94,645. The appraiser was not able to view the Matrix L33, Dr.  
24 Muller Onyx or the 2 Soltron Hot Pepper machines (the "Missing Equipment"). The Missing  
25 Equipment is listed on the Equipment Finance Agreement as having been purchased and  
26 financed for the Debtor and The Ultimate Tan & Med Spa, LLC. The Missing Equipment is

1 believed to have a value of at least \$26,000 based on the current market for the specific  
2 Equipment.

3  
13.

14.

21 15.

22                   Upon information and belief, Ms. Nass operates the St. Helens location under the  
23 name The Ultimate Tan & Med Spa. According to the Debtor's schedules, the Debtor is not  
24 receiving any payments from Ms. Nass for use of the trade name, accounts, customer lists or  
25 good will of The Ultimate Tan & Med Spa, LLC. In addition, the Debtor is not receiving any  
26 payments from Ms. Nass for the use of the Missing Equipment or any other equipment or assets

1 transferred to Ms. Nass.

16.

3 The Debtor and The Ultimate Tan & Med Spa, LLC executed the Equipment  
4 Finance Agreement on February 15, 2012, at which time the Missing Equipment was listed as  
5 being located at one of three locations including the St. Helens location which was then run by  
6 The Ultimate Tan & Med Spa, LLC. The Debtor and The Ultimate Tan & Med Spa, LLC  
7 subsequently executed Amendments to the Equipment Finance Agreement on November 20,  
8 2012 and January 27, 2014 to revise payment terms. Under the terms of each of the  
9 Amendments, the Debtor and The Ultimate Tan & Med Spa, LLC represented that all other  
10 terms and conditions of the Equipment Finance Agreement remain unchanged and in full force  
11 and effect, which by reference includes the location of the Equipment.

## **FIRST CLAIM FOR RELIEF**

### **(Fraudulent Transfer)**

**(ORS 95.230 and ORS 95.240)**

17.

16 Plaintiff realleges and incorporates herein by reference the allegations contained  
17 in paragraphs 1 through 16, above.

18.

19                   Upon information and belief, the Debtor did not receive reasonably equivalent  
20 value for the transfers made to Rachel Jones Nass associated with the St. Helens business  
21 location of The Ultimate Tan & Med Spa, LLC, including the transfer of the business as a going  
22 concern, the trade name, accounts, customer lists and good will of The Ultimate Tan & Med Spa,  
23 LLC, the assets and equipment of the St. Helens location, including Summit Leasing's Missing  
24 Equipment, and the future earnings of the St. Helens business location. At the time of the  
25 transfers to Rachel Jones Nass, the Debtor was engaged in business for which her remaining  
26 assets were unreasonably small in relation to the transaction, and/or she intended to incur or

1 believed or reasonably should have believed that she would incur debts beyond her ability to pay  
 2 as they became due. As such, the transfers to Rachel Jones Nass were fraudulent transfers under  
 3 ORS 95.230(b).

4 19.

5 The Debtor did not receive reasonably equivalent value in exchange for the  
 6 transfers to Rachel Jones Nass. At the time of the transfers, The Debtor was insolvent or she  
 7 became insolvent as a result of the transfers. As a result, the transfers to Rachel Jones Nass were  
 8 fraudulent transfers under ORS 95.240(1).

9 20.

10 The Debtor's transfers to Rachel Jones Nass were transfers made to an insider for  
 11 other than reasonably equivalent value and the Debtor was insolvent at the time of the transfers.  
 12 In addition, Ms. Nass, as a relative and insider, had reasonable cause to believe that the Debtor  
 13 was insolvent. As a result, the transfers to Rachel Jones Nass were fraudulent transfers under  
 14 ORS 95.240(2).

15 21.

16 Pursuant to ORS 95.260, Plaintiff is entitled to a judgment avoiding the transfer  
 17 of the St. Helens business for The Ultimate Tan & Med Spa, LLC, restoring title to the assets  
 18 transferred to the Debtor and The Ultimate Tan & Med Spa, LLC including but not limited to  
 19 Summit Leasing's Missing Equipment, the business as a going concern, the trade name,  
 20 accounts, customer lists and good will of The Ultimate Tan & Med Spa, LLC, the assets and  
 21 equipment of the St. Helens location. In the alternative, Plaintiff is entitled to a judgment against  
 22 Rachel Jones Nass for the amount of the transfers associated with the Missing Equipment.

23   ///

24   ///

25   ///

26   ///

## **SECOND CLAIM FOR RELIEF**

### **(Fraudulent Transfer)**

**(ORS 95.230 and ORS 95.240)**

22.

5 Plaintiff realleges and incorporates herein by reference the allegations contained  
6 in paragraphs 1 through 21, above.

23.

The Debtor's transfer to herself of the inventory, equipment, accounts, outstanding accounts receivable, all work in progress and all leasehold interests for the business locations of The Ultimate Tan & Med Spa, LLC under the terms of the Assignment and Assumption Agreement and subsequent transfer to herself of The Ultimate Tan & Med Spa, LLC's trade name, good will and Social Media Sites as described above in paragraphs 9 and 10 were made with the actual intent to hinder, delay and/or defraud creditors of the Debtor and The Ultimate Tan & Med Spa, LLC. The transfers made by the Debtor to herself on behalf of The Ultimate Tan & Med Spa, LLC prevent creditors from pursuing claims against The Ultimate Tan & Med Spa, LLC as a going concern and would allow the Debtor to reorganize the business through a personal bankruptcy while modifying and discharging corporate debt. In addition, the transfers ensure that the Debtor personally benefits from the good will, future earnings and income of The Ultimate Tan & Med Spa, LLC which would otherwise be available to repay corporate creditors but for the Debtor's transfer and chapter 13 bankruptcy. As such, the transfers made by the Debtor on behalf of The Ultimate Tan & Med Spa, LLC were fraudulent transfers under ORS 95.230(a).

24.

Upon information and belief, the Debtor additionally did not provide reasonably equivalent value for the transfers the Debtor made to herself on behalf of The Ultimate Tan & Med Spa, LLC. The Debtor's assumption of the outstanding debt of The Ultimate Tan & Med

1 Spa, LLC, other than tax liabilities, is insufficient and inadequate consideration. In addition, the  
2 Debtor did not provide any consideration for The Ultimate Tan & Med Spa, LLC's trade name,  
3 good will or Social Media Sites. At the time of the transfers, The Ultimate Tan & Med Spa, LLC  
4 was insolvent or became insolvent as a result of the transfers. As a result, the transfers to the  
5 Debtor were fraudulent transfers under ORS 95.240(1).

6 25.

7 The transfers to the Debtor by The Ultimate Tan & Med Spa, LLC were made to  
8 an insider for other than reasonably equivalent value and The Ultimate Tan & Med Spa, LLC  
9 was insolvent at the time of the transfers. In addition, Debtor knew and had reasonable cause to  
10 believe that The Ultimate Tan & Med Spa, LLC was insolvent. As a result, the transfers to the  
11 Debtor were fraudulent transfers under ORS 95.240(2).

12 26.

13 Pursuant to ORS 95.260, Plaintiff is entitled to a judgment avoiding the transfers  
14 by The Ultimate Tan & Med Spa, LLC to the Debtor, restoring title to the assets transferred to  
15 The Ultimate Tan & Med Spa, LLC including but not limited to all inventory, equipment,  
16 accounts, outstanding accounts receivable, all work in progress and all leasehold interests for the  
17 business locations, the trade name, good will, Social Media Sites and income earned by The  
18 Ultimate Tan & Med Spa, LLC.

19 WHEREFORE, the Plaintiff prays for judgment as follows:

20 1. On its First Claim for Relief:

21 a. For a judgment avoiding the transfer of the St. Helens business for  
22 The Ultimate Tan & Med Spa, LLC, restoring title to the assets transferred to the Debtor and The  
23 Ultimate Tan & Med Spa, LLC including but not limited to Summit Leasing's Missing  
24 Equipment, the business as a going concern, the trade name, accounts, customer lists and good  
25 will of The Ultimate Tan & Med Spa, LLC, the assets and equipment of the St. Helens location;  
26 and

1                   b.        In the alternative, awarding a monetary judgment in favor of  
2 Plaintiff and against Rachel Jones Nass for the amount of the transfers associated with the  
3 Missing Equipment in an amount to be proven at trial.

4                   2.        On its Second Claim for Relief, for a judgment avoiding the transfers by  
5 The Ultimate Tan & Med Spa, LLC to the Debtor, restoring title to the assets transferred to The  
6 Ultimate Tan & Med Spa, LLC including but not limited to all inventory, equipment, accounts,  
7 outstanding accounts receivable, all work in progress and all leasehold interests for the business  
8 locations, the trade name, good will, Social Media Sites and income earned by The Ultimate Tan  
9 & Med Spa, LLC.

10                  3.        Such other relief as the Court finds just and equitable.

11                  Dated: September 22, 2014.

12                  FARLEIGH WADA WITT

13  
14                  By:s/ Jason M. Ayres  
15                     Jason M. Ayres, OSB #001966  
16                     (503) 228-6044  
17                     jayres@fwwlaw.com  
18                     Of Attorneys for Summit Leasing, Inc.  
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**SUMMIT LEASING, INC.**  
 3901 Fairbanks Ave., Yakima, WA 98902  
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 Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com



## EQUIPMENT FINANCE AGREEMENT

AGREEMENT NO. E14081

EFFECTIVE DATE: 02/15/2012

SECURED PARTY: Summit Leasing, Inc. ("Summit")

CUSTOMER(S): The Ultimate Tan & Med Spa, LLC, Debra Crawford  
 15901 SW Oriole Court  
 Sherwood, OR 97140  
 (503) 625-4452

COLLATERAL DESCRIPTION:

(1) Model Matrix L33	SN:1830378
(1) Model Matrix L33	SN:1830377
(1) Delivery and Freight NA	
(1) T-Max Pro Manager NA	
(1) Sundash Radius 252	SN:1057
(1) Ergoline Classic 600	SN:9000800682000596
(1) Future Industries Elixir	SN:E403-0091
(1) Panel Booster 200- amp 208 to 235v NA	
(1) Panel Booster 200- amp 208 to 235V NA	
(1) Magic Tan MT 3000	SN:3001
(1) Open Sun	SN:057853
(1) Mystic MT 3000 Spray Booth	SN:20031066
(1) Soltron Shark	SN:798313
(2) Sundash 252	SN:798313 & 800809705000363
(2) Soltron Hot Pepper	SN:772223 & 773146
(1) Dr. Mueller Onyx	SN:1964
(1) T-Max Manager Pro NA	
(2) Heartland Acclaim LP Tanning Beds	SN:ACLP06662 & ACLP06663

TOTAL AMOUNT PAID TO VENDORS: \$ 169,317.47

TERM: The term of this agreement shall be for a period of 60 months and 0 days commencing 02/15/2012 and terminating 02/15/2017.

LOCATIONS OF COLLATERAL:

2296 Gable Rd., Suite 240  
 St. Helens, OR 97051

20649 SW Roy Rogers Rd.  
 Sherwood, OR 97140

15986 SW Tualatin Sherwood Rd.  
 Sherwood, OR 97140

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**PAYMENT:**

<b>Due 02/15/2012</b>		
First month's payment:	\$	2,500.00
<b>Due 03/15/2012 - 01/15/2013</b>		
upon or before the 15th day of each month:	\$	2,500.00
<b>Due 02/15/2013 - 01/15/2014</b>		
upon or before the 15th day of each month:	\$	3,000.00
<b>Due 02/15/2014 - 01/15/2015</b>		
upon or before the 15th day of each month:	\$	3,500.00
<b>Due 02/15/2015 - 01/15/2016</b>		
upon or before the 15th day of each month:	\$	4,000.00
<b>Due 02/15/2016 - 01/15/2017</b>		
upon or before the 15th day of each month:	\$	5,528.70

THIS EQUIPMENT FINANCE AGREEMENT ("AGREEMENT") IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THE FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY SUMMIT.

**1.0 AGREEMENT:** Subject to the terms of this Agreement, Summit has agreed to provide financing for the Customer's acquisition of the personal property described above or on attached Schedule A. Such personal property together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed to it is hereinafter collectively referred to as the "Equipment". Customer hereby promises to pay to Summit all amounts described in this Agreement.

**2.0 PAYMENTS:** Customer agrees to pay Summit periodic payments in the amounts set forth above. The initial payment shall be due upon execution of this Agreement. Subsequent payments shall then be due each month on the payment due date set forth above until paid. All other amounts due hereunder shall be due upon Customer's receipt of Summit's invoice therefore. Advance payments shall be applied to the last instalment payments in reverse order until exhausted; provided that if there is a default, any payments under this Agreement may be applied to the Obligations (as defined below) in such order as Summit chooses.

**3.0 LATE CHARGE:** If a payment is not received within five (5) days of the due date, a late charge shall be imposed, such amount being five percent (5%) per month, or \$5.00, whichever is greater. Late charges shall be payable by Customer upon demand and failure to pay the same shall constitute an event of default under this Agreement. The right of Summit to impose a late charge shall not be considered as a waiver of Summit of the right to insist upon strict performance of the terms of this Agreement.

**4.0 SECURITY INTEREST; AUTHORIZATION:** Customer hereby grants Summit a security interest in the Equipment to secure performance by Customer of its obligations under this Agreement and under any other present or future agreement with Summit (collectively, the "Obligations"). Customer shall insure that such security interest is and shall remain a sole first lien security interest in the Equipment. Customer authorizes Summit to file a financing statement describing the Equipment from time to time in any Uniform Commercial Code ("UCC") filing office. Customer agrees to pay all costs of preparing and filing any such financing statement.

**5.0 NO WARRANTY:** SUMMIT, NOT BEING THE MANUFACTURER OR THE MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS FINANCED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN SUMMIT AND THE CUSTOMER, ARE TO BE BORNE BY THE CUSTOMER AT ITS SOLE RISK AND EXPENSE. CUSTOMER ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST SUMMIT BASED THEREON. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF SUMMIT. NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT CUSTOMER'S DUTY TO MAKE THE

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**PAYMENTS AND TO PERFORM CUSTOMER'S OBLIGATIONS SET FORTH IN THIS AGREEMENT.** Customer waives any right to (a) cancel or repudiate this Agreement; (b) reject or revoke acceptance of the Equipment; or, (c) recover from Summit any general, special, incidental, or consequential damages, for any reason whatsoever.

**6.0 NON-ASSIGNABILITY BY CUSTOMER:** NEITHER THIS AGREEMENT NOR CUSTOMER'S RIGHTS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE POSSESSION AND USE OF THE EQUIPMENT, SHALL BE ASSIGNABLE BY CUSTOMER WITHOUT THE WRITTEN CONSENT OF SUMMIT. FURTHER, CUSTOMER SHALL NOT TRANSFER IN WHOLE OR IN PART THE POSSESSION OF THE EQUIPMENT WITHOUT THE WRITTEN CONSENT OF SUMMIT. Customer shall not encumber the Equipment by either voluntary or involuntary lien.

**7.0 MAINTENANCE AND USE:** Customer is the owner of the Equipment and shall maintain it in a good and safe operating condition and working order, using as a guide the maintenance program prescribed in the owner's manual, if any, for each item of Equipment, and shall perform, all required to insure full validation of a manufacturer's warranty, if any, on the Equipment. In addition, Customer shall repair and provide replacement parts necessary to keep the Equipment in a good and safe operating condition and working order. All replacement parts, as required hereunder, shall immediately become the subject to the security interest granted hereunder. It is understood that Summit assumes no obligation whatsoever for the maintenance, repair or replacement of the Equipment or any portion thereof. The Equipment shall be used solely in the conduct of Customer's business and Customer warrants that Equipment is used for commercial or business purposes and not for consumer, personal, home or family purposes.

**8.0 RISK OF LOSS-INSURANCE-INDEMNITY-LIABILITY INSURANCE:**

**8.1 RISK OF LOSS:** Customer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, regardless of whether the loss is insured.

**8.2 PROPERTY INSURANCE:** During the term of this Agreement, Customer shall cause the Equipment to be insured against all perils normally and customarily insured against with an insurer acceptable to Summit, *the Equipment to be scheduled on Customer's policy in the amount of the full insurable value of the Equipment. Summit shall be named as an Insured and/or Loss Payee* under such policy or policies to the extent of Summit's interest. A certificate of insurance providing for thirty (30) days' notice of cancellation to Summit shall be furnished by all insurers. The proceeds of such insurance payable as a result of loss or damage to any or all of the Equipment shall be applied at the sole option of Summit as follows:

- (A) toward the replacement, restoration or repair of the Equipment which may be lost, stolen, destroyed or damaged; or,
- (B) toward the payment of any obligations of Customer hereunder or arising out of Customer's use and possession of the Equipment.

**8.3 INDEMNITY-LIABILITY INSURANCE:** Customer covenants and agrees to indemnify and hold harmless Summit against liability of any kind of nature, including, but not limited to, the liability arising under any statute, ordinance or regulation in connection with the use of the Equipment, and against liability from any claim for personal injury, death, or property damage to any person or party whatsoever, including Customer, by reason of the transportation, installation, use or operation of the Equipment, or the condition of the Equipment. Such indemnification shall survive the expiration, cancellation, or termination of this Agreement. To insure such indemnification and hold harmless agreement, Customer shall obtain and maintain in good standing at all times during the term of this Agreement *Liability Insurance in the amount of \$500,000.00 (\$1,000,000.00 for rolling stock)*, or more, *with Summit named as an Additional Insured* under such policy or policies. For the purpose of this paragraph, "Rolling stock" shall mean any Equipment required to be licensed for operation on public roads. Customer should provide Summit with a certificate showing such insurance in effect during the term hereof, and thirty (30) days' notice of cancellation shall be required to be given to Summit. Such policy shall be issued by an insurance company acceptable to Summit. Customer grants to Summit a specific power of attorney for Summit to sign, endorse or negotiate for Summit's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

**8.4 FAILURE TO INSURE OR PAY FOR INSURANCE:** In the event Customer fails to provide or maintain any insurance required by this Agreement, Summit shall have the right, but not the obligation, to secure insurance on the Equipment in such form and amount as Summit deems reasonable to protect Summit's interests. Customer understands that, if Summit secures insurance on the Equipment the insurance may not name Customer as an insured and may not fully protect Customer's interests. Customer agrees that, if Summit secures insurance on the Equipment, Customer will pay an insurance charge that may be substantially higher than the premium that Customer would pay if Customer placed said insurance independently. Customer agrees that, in addition to the premium, the insurance charge Customer is required to pay Summit will include an interest charge, administrative and processing fees, which will result in profit to Summit and its agents. All sums so incurred or expended by Summit shall be without demand immediately due and payable by Customer.

**9.0 USE-OPERATION ACCORDING TO LAW:** Customer shall comply with all applicable statutes, ordinances and regulations with respect to the use, operation and/or condition of the Equipment. No Equipment shall be used contrary to the provisions of any applicable insurance policy covering said Equipment.

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**10.0 NON CANCELLABLE AGREEMENT:** PREPAYMENT; NO OFFSET. THIS AGREEMENT IS NON CANCELLABLE BY CUSTOMER FOR ANY REASON WHATSOEVER. CUSTOMER MAY PREPAY THE INSTALLMENT PAYMENTS ONLY IN ACCORDANCE HEREWITHE. IN THE EVENT SUMMIT PERMITS THIS AGREEMENT TO BE PAID OFF PRIOR TO THE END OF ITS FULL TERM, CUSTOMER WILL PAY SUMMIT THE UNPAID BALANCE OF THIS AGREEMENT, INCLUDING ALL ACCRUED BUT UNPAID PAYMENTS, AND ALL PAYMENTS TO BECOME DUE IN THE FUTURE DISCOUNTED TO PRESENT VALUE AT A DISCOUNT RATE OF 5% PER ANNUM. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITHOUT OFFSET.

**11.0 PERMITS, BONDS, LICENSE AND TAXES:** If required, because of Customer's use and/or possession of the Equipment, Customer shall obtain and provide all necessary permits, bonds, and licenses required or necessary for the installation, use, operation and/or transportation of the Equipment. Except as otherwise provided herein, Customer shall pay, as the same shall become due and payable, all taxes, fees, or other governmental charges levied against the Equipment by reason of its use or ownership by any governmental entity or agency, including, without limitation, personal property taxes. In addition, within thirty (30) days following the date on which such tax, fee or other charges becomes due and payable, Customer shall deliver to Summit written proof of payment thereof, upon request by Summit. In the event Customer shall fail or refuse to pay any such tax, fee or other governmental charge, Summit shall have the right to pay the same and Customer shall reimburse Summit on demand for all sums so paid by Summit. In the event of Customer's failure to pay when due any such reimbursement for permits, bonds, licenses, or taxes paid by Summit, Summit shall have the right to apply any monies received from Customer to said reimbursement.

**12.0 EVENTS OF DEFAULT:** An event of default shall occur if:

- (A) Customer fails to pay when due any payment and such failure continues for a period of ten (10) days.
- (B) Customer fails to perform as required any covenant, condition, provision or agreement herein set forth and such failure continues for a period of fifteen (15) days.
- (C) Customer or any guarantor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or makes an assignment for the benefit of creditors, or is named in, or the Equipment is subjected to, a suit for the appointment of a receiver, or any action is taken for the dissolution of Customer, if Customer be a corporation, partnership or limited liability company ("LLC").
- (D) Customer has made any misleading or false statement or representation in connection with application for or performance of this Agreement.
- (E) The Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, encumbrance, attachment, execution or sale without prior written consent of Summit, or if Customer shall abandon the Equipment or permit any other entity or person the use of the Equipment without the prior written consent of Summit.
- (F) Customer or any guarantor defaults in the performance of any obligation owed to Summit under the provisions of any other agreement with Summit.

**13.0 REMEDIES:** Upon the occurrence of an event of default, Summit shall have the rights and remedies of Summit under the UCC and in connection therewith Summit may: (a) declare the all amounts due hereunder immediately due and payable with respect to any or all items of Equipment without notice or demand to Customer; (b) take possession of or, if deemed appropriate, render unusable any or all items of Equipment, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (c) require Customer to assemble any or all items of Equipment at a location in reasonable proximity to their designated location hereunder; (d) sell or otherwise dispose of any items of Equipment, whether or not in Summit's possession, at public or private sale and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the Obligations with Customer remaining liable for any deficiency, or (f) utilize any other remedy available under the UCC or otherwise to Summit. Unless the Equipment is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Summit shall give to the Customer at least five business days prior written notice of the time and place of any public sale of Equipment or of the time after which any private sale or any other intended disposition is to be made. The Customer hereby acknowledges that five business days prior written notice of such sale or sales shall be reasonable notice. All remedies are cumulative and Summit may become the purchaser at any foreclosure sale. If Summit is required by law to discount any unpaid payment or other sums payable by Customer hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%).

**14.0 STANDARDS FOR EXERCISING RIGHTS AND REMEDIES:** To the extent that applicable law imposes duties on Summit to exercise remedies in a commercially reasonable manner, the Customer acknowledges and agrees that it is not commercially unreasonable for Summit (a) to fail to incur expenses reasonably deemed significant by Summit to prepare Equipment for disposition, (b) to fail to obtain third-party consents for access to Equipment to be disposed of, (c) to advertise dispositions of Equipment through publications or media of general circulation, whether or not the Equipment is of a specialized nature, (d) to contact other persons, whether or not in the same business as the Customer, for expressions of interest in acquiring all or any portion of the Equipment, (e) to hire one or more professional auctioneers to assist in the disposition of Equipment, whether or not the Equipment is of a specialized nature, (f) to dispose of Equipment by utilizing Internet sites that provide for the auction of assets of the types included in the Equipment or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (g) to dispose of assets in wholesale rather than retail markets, (h) to disclaim

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disposition warranties. The Customer acknowledges that the purpose of this Section 16 is to provide non-exhaustive indications of what actions or omissions by Summit would fulfill Summit's duties under the UCC or other law in any relevant jurisdiction in Summit's exercise of remedies against the Equipment and that other actions or omissions by Summit shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 16. Without limitation upon the foregoing, nothing contained in this Section 16 shall be construed to grant any rights to the Customer or to impose any duties on Summit that would not have been granted or imposed by applicable law in the absence of this Section 16.

**15.0 EXPENSE OF ENFORCEMENT:** All costs incurred by Summit in protecting the Equipment or any costs incurred by Summit in the event of a default by Customer shall be paid by Customer to Summit upon demand. Such costs shall include, but not be limited to, all Summit's attorney's fees incurred, costs of taking possession and transporting the Equipment to Summit's place of business or such other place as designated by Summit, and costs for restoring the Equipment to a good and safe condition and working order for the purpose of the disposition of said Equipment.

**16.0 GOVERNING LAW, JURISDICTION AND VENUE:** ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. CUSTOMER CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT SUMMIT'S SOLE OPTION, JURISDICTION AND VENUE (LOCATION) FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE AGREEMENT, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL LIE IN YAKIMA COUNTY, STATE OF WASHINGTON. CUSTOMER WAIVES THE RIGHT OF JURY TRIAL. SUMMIT SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION.

**17.0 NOTICES:** Any notices required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet, or (d) has been personally delivered. Each of the parties shall be responsible for notifying the other party or parties in writing of any change of address. Customer represents that its exact legal names, state of incorporation, location of its chief executive office and/or its place of residence as applicable have been correctly identified to Summit.

**18.0 ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and shall be binding upon their respective heirs, executors, administrators, legal representatives, successors and assigns, personal representatives, successors and assigns; subject, however, to any other supplemental or other agreements in writing by and between the parties. This Agreement may not be altered or amended, except in writing and signed by both parties.

**19.0 WAIVER:** The forbearance on the part of Summit to exercise any right or remedy available hereunder in the event of Customer's default, or Summit's failure to demand punctual performance or any obligation of Customer shall not be deemed a waiver (A) of any such right or remedy, (B) the requirement of punctual performance, or (C) of any subsequent breach or default on the part of Customer.

**20.0 AUTHORITY TO SIGN:** If Customer is a partnership, LLC, or corporation, the person signing the Agreement on behalf of such partnership, LLC or corporation hereby warrants that (s)he has full authority from the partnership, LLC, or corporation to sign this Agreement and obligate the partnership, LLC, or corporation.

**21.0 CHANGE OF LOCATION:** Customer shall keep Equipment that is movable, permanently garaged and shall not remove it from the United States. Customer shall not remove any item of stationary Equipment from the location shown above without the prior written consent of Summit. Failure to obtain Summit's consent shall constitute an event of default under the terms of this Agreement. Upon request, Customer shall advise Summit of the exact location of movable Equipment. Summit may inspect the Equipment during normal business hours and enter the premises where the Equipment may be located for such purposes.

**22.0 ASSIGNMENT BY SUMMIT:** Any assignee of Summit shall have all of the rights but none of the obligations of Summit, which obligations remain those of Summit, under this Agreement. Customer shall recognize and hereby consents to any assignment of this Agreement by Summit, and shall not assert against the assignee any defense, counterclaim, or setoff that Customer may have against Summit.

**23.0 FINANCIAL STATEMENTS; CREDIT REPORTS:** Summit may require from time to time, and Customer agrees to furnish statements setting forth the financial condition and operations of Customer. Customer authorizes Summit, its successors, assigns and prospective assigns to obtain a personal credit profile on Customer or any guarantor from any credit reporting company.

**24.0 SEVERABILITY:** If any provision of this Agreement is contrary to, prohibited by, or held invalid under applicable laws or regulations or any jurisdiction in which it is sought to be enforced, then such provision shall be considered severable and inapplicable, but shall not invalidate the remaining provisions of this Agreement.

SUMMIT LEASING, INC.  
3901 Fairbanks Ave., Yakima, WA 98902  
Mail: P.O. Box 7, Yakima, WA 98907-0007  
Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com

SECURED PARTY: SUMMIT LEASING, INC.

By Mel SL

Date: \_\_\_\_\_

CUSTOMER: The Ultimate Tan & Spa, LLC, Debra Crawford

Debra  
(Signature of Member)  
Debra  
Debra Crawford, Individually

Date: 2-15-12

Date: 2-15-12

Page 6 of 6  
Equipment Finance Agreement  
Agreement E14081 2/2/2012:MS/pb

Initial DC

EXHIBIT 1  
Page 16 of 41

SUMMIT LEASING, INC.  
 3901 Fairbanks Ave., Yakima, WA 98902  
 Mail: P.O. Box 7, Yakima, WA 98907-0007  
 Phone: (800) 736-1580 Fax: (509) 453-3798 www.summitleasing.com



### AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT IS HEREBY MADE A PART OF LEASE AGREEMENT NO. E14081, DATED 02/15/2012

**Paragraph 2.0** is amended to read as follows:

The term of this lease shall be for a period of 69 months and 0 days commencing 02/15/2012 and terminating at 12:00 noon on 11/15/2017.

**Paragraph 4.0** is amended to read as follows:

Effective December 7, 2012 the rental for the leased property, not including applicable sales tax or use tax (or comparable tax), hereinafter "tax", shall be payable as follows:

Due 10/15/2012 through 11/15/2012:	\$ -0-
Due 12/15/2012 through 01/15/2013:	\$ 1,000.00
Due 02/15/2013 through 10/15/2013:	\$ 3,000.00
Due 11/15/2013 through 01/15/2014 upon or before every November through January thereafter:	\$ 1,000.00
Due 02/15/2014 through 10/15/2014:	\$ 3,500.00
Due 02/15/2015 through 10/15/2015:	\$ 4,000.00
Due 02/15/2016 through 10/15/2016:	\$ 5,528.70
Due 02/15/2017 through 10/15/2017:	\$ 5,528.70

All other terms and conditions of this personal property lease shall remain unchanged and in full force and effect.

LESSOR: SUMMIT LEASING, INC.

By MHS

Date: 12/31/12

LESSEE: The Ultimate Tan & Med Spa, LLC

D. Crawford  
(Signature of Member)

Date: 11/20/12

D. Crawford  
Debra A. Crawford, Individually

Date: 11/20/12

SUMMIT LEASING, INC.  
 3901 Fairbanks Ave., Yakima, WA 98902  
 Mail: P.O. Box 7, Yakima, WA 98907-0007  
 Phone: (800) 736-1530 Fax: (509) 463-3798 www.summitleasing.com



### AMENDMENT TO EQUIPMENT FINANCE AGREEMENT

THIS AMENDMENT IS HEREBY MADE A PART OF EQUIPMENT FINANCE AGREEMENT NO. E14081, DATED 02/15/2012

TERM is amended to read as follows:

The term of this agreement shall be for a period of 74 months and 0 days commencing 02/15/2012 and terminating 04/15/2018.

PAYMENT is amended to read as follows:

Due 10/15/2013 through 02/15/2014:	\$ -0-
Due 03/15/2014:	\$ 3,500.00
Due 04/15/2014 through 10/15/2014:	\$ 4,000.00
Due 11/15/2014 through 01/15/2015:	\$ 1,000.00
Due 02/15/2015 through 10/15/2015:	\$ 4,000.00
Due 11/15/2015 through 01/15/2016:	\$ 1,000.00
Due 02/15/2016 through 10/15/2016:	\$ 5,528.70
Due 11/15/2016 through 01/15/2017:	\$ 1,000.00
Due 02/15/2017 through 11/15/2017:	\$ 5,528.70
Due 12/15/2017 through 03/15/2018:	\$ 1,000.00

All other terms and conditions of this Equipment Finance Agreement shall remain unchanged and in full force and effect.

SECURED PARTY: SUMMIT LEASING, INC.

By W. M. S.

Date: 1/28/14

CUSTOMER: The Ultimate Tan & Med Spa, LLC

D. Crawford  
 (Signature of Member)  
D. Crawford  
 Debra A. Crawford, Individually

Date: 1-27-14

Date: 1-27-14

SUMMIT LEASING, INC.  
 3901 Fairbanks Ave., Yakima, WA 98902  
 Mail: P.O. Box 7, Yakima, WA 98907-0007  
 Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com



## COLLATERAL SECURITY AGREEMENT

As security for the payment and performance by **The Ultimate Tan & Med Spa, LLC, Debra Crawford**, ("Customer") to SUMMIT LEASING, INC., ("Summit") of (a) Equipment Finance Agreement between Summit and Customer bearing Agreement No. E14081 dated 02/15/2012, together with amendments, renewals, or extensions thereof; (b) any and all obligations of any Customer hereunder to Summit, direct, indirect or contingent, joint or several, whether or not otherwise secured, and whether now existing or hereafter incurred; and (c) any and all amounts advanced or expended by Summit for the maintenance or preservation of the collateral, Customer hereby pledges, assigns and grants to Summit a security interest in the following described Collateral:

**Collateral Description:**

Ergoline Classic 600	SN:693 & 438
Ergoline Classic 650	SN:593
Mystic Spray Booth	SN:TBU-12083
Sundash Radius 252	SN:627
Tan America VIP 32	SN:A-1023

**Said Collateral shall be domiciled at:**

**Address:** \_\_\_\_\_

**City of:** \_\_\_\_\_, **County of:** \_\_\_\_\_, **State of:** \_\_\_\_\_

This Collateral Security Agreement includes the Terms and Conditions consisting of six (6) numbered paragraphs attached hereto and made a part hereof.

## TERMS AND CONDITIONS

**1. RIGHTS AND OBLIGATIONS WITH RESPECT TO COLLATERAL**

Summit may hold the collateral until all of the duties and obligations of the Customer have been fully paid and satisfied and shall thereafter deliver the same to Customer. In connection with such holding, Summit shall have the following rights:

- (A) Summit may take such steps as it deems necessary or desirable to protect, maintain, insure or satisfy any liens against the collateral and to store or care for the same and may charge any costs involved in so doing to the Customer.
- (B) Any income from the collateral, including rents, dividends, interests, proceeds of any insurance or other income of any type shall be and become the property of Customer so long as the subject Agreement is not in default. Summit shall execute all instruments necessary and proper to cause Customer to receive, directly from the paying agent, the income from that collateral so long as there is no fault on the Agreement. Upon any default, however, all such income shall become the property of Summit pursuant to Paragraph 4 below.
- (C) At its option, Summit may apply any cash which may be received through liquidation, sale or retirement of any of the collateral to the payment of any deficiencies which may, at the time of such liquidation, sale or retirement be due and owing Summit under Agreement. In the event that there is a liquidation, sale or retirement of the collateral while the Agreement is not in default, Customer shall replace the collateral with collateral of equal value and liquidity as deemed reasonable by Summit.
- (D) Customer hereby duly appoints Summit true and lawful attorney in fact to sign in the name, place, and stead of Customer any UCC Financing Statement or Fixture Filing pertaining to that property referenced below.

Page 1 of 2

EFA Collateral Security Agreement  
 Agreement E14081 2/3/2012:MS/pb

EXHIBIT 1  
 Page 19 of 41

EXHIBIT 1  
 Page 9 of 11

**SUMMIT LEASING, INC.**  
 3901 Fairbanks Ave., Yakima, WA 98902  
 Mail: P.O. Box 7, Yakima, WA 98907-0007  
 Phone: (800) 736-1530 Fax: (509) 453-3798 [www.summitleasing.com](http://www.summitleasing.com)

## **2. LIMITATIONS ON OBLIGATIONS OF SUMMIT**

- (A) Summit shall not be obligated to collect any amounts due or which may become due on any of the collateral.
- (B) Summit may grant an extension of time to or renew any obligation of Customer without first obtaining the consent of Customer.
- (C) Summit assumes no obligations relative to the items of personal property leased by the above described agreement.

## **3. EVENTS OF DEFAULT**

The following shall constitute events of default on the part of Customer:

- (A) Nonpayment or nonperformance when due of all or any part of any obligation of Customer to Summit.
- (B) Insolvency of Customer, an assignment by Customer for the benefit of creditors, the filing by Customer of a voluntary petition in bankruptcy, an adjudication that Customer is a bankrupt, or the appointment of a receiver of the properties of Customer.
- (C) Any financial statement, profit and loss statement, or other financial information furnished by Customer or any guarantor to Summit which proves to be false or incorrect.
- (D) Any decline or depreciation in the value of the collateral to become unsatisfactory in the judgment of Summit.

## **4. SUMMIT'S RIGHTS IN EVENT OF DEFAULT**

In the event of any default, Summit may do any one or more of the following:

- (A) Declare any indebtedness secured hereby immediately due and payable, without notice or demand.
- (B) Require Customer to assemble any collateral in its possession and to deliver the same to Summit or its designee upon Summit's demand.
- (C) Without limiting the generality of the foregoing, Summit may sell the collateral at a private sale for less than its market value if a public sale of all or a substantial portion of the relevant collateral is restricted by law at that time. If the proceeds from the disposition of the collateral are less than the indebtedness, Customer shall pay the deficiency to **SUMMIT LEASING, INC.**, upon Summit's demand.
- (D) Take such measures as Summit may deem necessary or advisable to preserve, maintain, protect or care for the collateral or any portion thereof, and Customer hereby irrevocably constitutes and appoints **SUMMIT LEASING, INC.**, as Customer's attorney-in-fact to all acts and things in connection therewith.

## **5. ASSIGNMENT OF THE COLLATERAL**

Summit may assign the whole, or any part of, the collateral. In the event of any such transfer, the transferee shall have the same rights and powers with reference to the collateral transferred as are hereby given Summit and after such transfer Summit shall be free from any obligation to Customer with respect to the collateral transferred. In the event of any such assignment, Summit shall have the sole right to determine what, if any, portion of the collateral shall be transferred to the assignee.

## **6. MISCELLANEOUS**

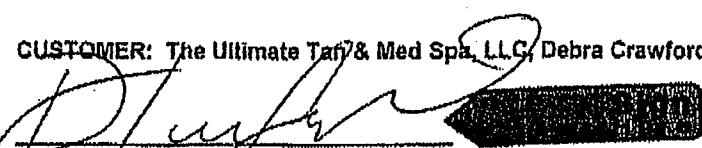
Summit's waiver in any instance or instances of any right given it hereunder shall not be deemed a waiver of such rights in any subsequent instance. Any notice which may be given hereunder shall be deemed to have been given when deposited in the United States mail in an envelope addressed to the person to whom the notice is to be given at his last known address. Customer agrees to execute all stock powers, powers of attorney, assignments, notices or other writings reasonable required by Summit so that the collateral may be subject to the disposition of Summit as provided by this agreement and not subject to the control of Customer.

## **SECURED PARTY: SUMMIT LEASING, INC.**

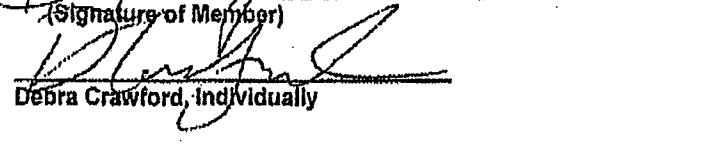
By Debra Crawford

Date \_\_\_\_\_

## **CUSTOMER: The Ultimate Tanning & Med Spa, LLC, Debra Crawford**

  
 (Signature of Member)

Date: mm

  
 Debra Crawford, Individually

Date: \_\_\_\_\_

**SUMMIT LEASING, INC.**  
 3901 Fairbanks Ave., Yakima, WA 98902  
 Mail: P.O. Box 7, Yakima, WA 98907-0007  
 Phone: (800) 736-1530 Fax: (509) 453-3798 www.summitleasing.com

**2. LIMITATIONS ON OBLIGATIONS OF SUMMIT**

- (A) Summit shall not be obligated to collect any amounts due or which may become due on any of the collateral.
- (B) Summit may grant an extension of time to or renew any obligation of Customer without first obtaining the consent of Customer.
- (C) Summit assumes no obligations relative to the items of personal property leased by the above described agreement.

**3. EVENTS OF DEFAULT**

The following shall constitute events of default on the part of Customer:

- (A) Nonpayment or nonperformance when due of all or any part of any obligation of Customer to Summit.
- (B) Insolvency of Customer, an assignment by Customer for the benefit of creditors, the filing by Customer of a voluntary petition in bankruptcy, an adjudication that Customer is a bankrupt, or the appointment of a receiver of the properties of Customer.
- (C) Any financial statement, profit and loss statement, or other financial information furnished by Customer or any guarantor to Summit which proves to be false or incorrect.
- (D) Any decline or depreciation in the value of the collateral to become unsatisfactory in the judgment of Summit.

**4. SUMMIT'S RIGHTS IN EVENT OF DEFAULT**

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- (A) Declare any indebtedness secured hereby immediately due and payable, without notice or demand.
- (B) Require Customer to assemble any collateral in its possession and to deliver the same to Summit or its designee upon Summit's demand.
- (C) Without limiting the generality of the foregoing, Summit may sell the collateral at a private sale for less than its market value if a public sale of all or a substantial portion of the relevant collateral is restricted by law at that time. If the proceeds from the disposition of the collateral are less than the indebtedness, Customer shall pay the deficiency to SUMMIT LEASING, INC., upon Summit's demand.
- (D) Take such measures as Summit may deem necessary or advisable to preserve, maintain, protect or care for the collateral or any portion thereof, and Customer hereby irrevocably constitutes and appoints SUMMIT LEASING, INC., as Customer's attorney-in-fact to all acts and things in connection therewith.

**5. ASSIGNMENT OF THE COLLATERAL**

Summit may assign the whole, or any part of, the collateral. In the event of any such transfer, the transferee shall have the same rights and powers with reference to the collateral transferred as are hereby given Summit and after such transfer Summit shall be free from any obligation to Customer with respect to the collateral transferred. In the event of any such assignment, Summit shall have the sole right to determine what, if any, portion of the collateral shall be transferred to the assignee.

**6. MISCELLANEOUS**

Summit's waiver in any instance or instances of any right given it hereunder shall not be deemed a waiver of such rights in any subsequent instance. Any notice which may be given hereunder shall be deemed to have been given when deposited in the United States mail in an envelope addressed to the person to whom the notice is to be given at his last known address. Customer agrees to execute all stock powers, powers of attorney, assignments, notices or other writings reasonable required by Summit so that the collateral may be subject to the disposition of Summit as provided by this agreement and not subject to the control of Customer.

**SECURED PARTY: SUMMIT LEASING, INC.**

By Mel S Date \_\_\_\_\_

**CUSTOMER: The Ultimate Tan & Med Spa, LLC, Debra Crawford**



Date: \_\_\_\_\_

(Signature of Member)

D. Crawford  
Debra Crawford, individually

Date: \_\_\_\_\_

OR Sec of State  
12/02/2013

8157520-4\_5857737

Lien#: 8157520-4

UCC

*Continuation*  
12/19/18

**UCC FINANCING STATEMENT AMENDMENT****FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com
C  Corporation Service Company 285 Liberty St. NE Salem, OR 97301  Filed In: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 8157520 12/19/2008	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS Filer, attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13
-------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 8  
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record  CHANGE name and/or address: Complete  Item 6a or 6b and Item 7a or 7b and Item 7c  ADD name: Complete Item  7a or 7b, and Item 7c  DELETE name: Give record name  to be deleted in Item 6a or 6b

## 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

## 6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME NASS	FIRST PERSONAL NAME DEBRA	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-------------------------------------	------------------------------	-------------------------------	--------

## 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

## 7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME
-----------------------------

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME SUMMIT LEASING, INC.

OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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## 10. OPTIONAL FILER REFERENCE DATA: ULTIMATE TAN DBA 12987 MS/JJ/pb

B2141279

**State of Oregon**  
**Corporation Division - UCC**  
Public Service Building - 255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166

**ACKNOWLEDGMENT NOTICE**

CORPORATION SERVICE COMPANY  
285 LIBERTY ST NE STE 370  
SALEM, OR 97301

File Number: 8765161  
File Date: 04/18/2011  
Exp. Date: 04/18/2016  
Entered By: jodfor  
Doc Type: UCC  
New Filing

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

**Secured party of record name(s) and address(es)**

Organization: SUMMIT LEASEING, INC.  
PO BOX 7  
YAKIMA, WA 98907

**Debtor name(s) and address(es)**

Organization: THE ULTIMATE TAN  
15986 SW TUALATIN SHERWOOD RD  
SHERWOOD, OR 97140

Individual: NASS, DEBRA  
15986 SW TUALATIN SHERWOOD RD  
SHERWOOD, OR 97140

#11859

EXHIBIT 1

EXHIBIT 2  
Page 23 of 41  
Page 2 of 19

State of Oregon  
Initial Filing 1 Page(s)



9040454911

8765161  
04/18/11 03:56 PM  
OR Sec. of State

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
CSC 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

57589662 - 306350

CORPORATION SERVICE COMPANY  
285 LIBERTY ST. SUITE 370  
SALEM, OREGON 97301

Filed In: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

In. ORGANIZATION'S NAME The Ultimate Tan

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 15986 SW Tualatin Sherwood Rd	CITY Sherwood	STATE OR	POSTAL CODE 97140
COUNTRY USA			

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corp.	1f. JURISDICTION OF ORGANIZATION OR	1g. ORGANIZATIONAL ID #, if any	<input checked="" type="checkbox"/> NONE
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2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Nass	Debra		
2c. MAILING ADDRESS 15986 SW Tualatin Sherwood Rd	CITY Sherwood	STATE OR	POSTAL CODE 97140
COUNTRY USA			

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Individual	2f. JURISDICTION OF ORGANIZATION OR	2g. ORGANIZATIONAL ID #, if any	<input checked="" type="checkbox"/> NONE
----------------------	-----------------------------------	-------------------------------------	-------------------------------------	---------------------------------	------------------------------------------

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SUMMIT LEASING, INC.

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS PO BOX 7	CITY YAKIMA	STATE WA	POSTAL CODE 98907
COUNTRY USA			

4. This FINANCING STATEMENT covers the following collateral:

2 Heartland Acclaim LP Tanning Beds SN:ACLP05562, ACLP06663

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (or recorded) (or recorded) in the REAL ESTATE RECORDS (if applicable).	<input type="checkbox"/>	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA Ultimate Tan 11859 MS/pb						

57589662

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT 1

EXHIBIT 2  
Page 24 of 41  
Page 3 of 19



9000679207

7234945  
 4/17/2006 2:26:36 PM  
 OR Sec. of State

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

A. NAME & PHONE OF CONTACT AT FILER (check one)  
**DILIGENZ, INC. 1-800-858-5294**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**18889795**  
 PREPARED BY:

**DILIGENZ, INC.  
 6500 HARBOUR HEIGHTS PKWY, SUITE 400  
 MUKILTEO, WA 98275**

Filed in: Oregon (6.0.9.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION NAME  
**THE ULTIMATE TAN**

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1d. TAX ID # GIN OR EIN	1e. ADULT INFO RE 1f. TYPE OF ORGANIZATION	1g. JURISDICTION OR ORGANIZATION	1h. ORGANIZATIONAL ID #, If any	
1i. DEBTOR	COMPANY	OR	<input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION NAME

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID # GIN OR EIN	2e. ADULT INFO RE 2f. TYPE OF ORGANIZATION	2g. JURISDICTION OR ORGANIZATION	2h. ORGANIZATIONAL ID #, If any	
2i. DEBTOR	INDIVIDUAL	OR	<input checked="" type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (if NAME OF TOTAL ASSIGNEE OF ASSET IN 8/9) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION NAME  
**SUMMIT LEASING, INC.**

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. THE FINANCING STATEMENT covers the following collateral:

2 HEARTLAND ACCLAIM LP TANNING BEDS SN:ACLP06662/ACLP06663

5. ALTERNATIVE DESIGNATION (If applicable):  LESSOR/LESSOR     CONSIGNER/CONSIGNOR     BARNER/BAILOR     BELLER/BUYER     AG. LIEN     NON-UCC/FILING  
 6.  THE FINANCING STATEMENT is to be INDEXED (check) (or marked) IN  MFRAL  UCC-1 REQUEST SEARCH REPORT (check)  UCC-1 SEARCH  At Debtor's  Debtor 1  Debtor 2  
 7.  UCC-1 REQUEST SEARCH REPORT (check)  UCC-1 SEARCH  At Debtor's  Debtor 1  Debtor 2

8. OPTIONAL FILER RESERVING DATA

**THE ULTIMATE TAN****18889795**

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/25/98)

EXHIBIT 1

EXHIBIT 2  
 Page 25 of 41  
 Page 4 of 19

**STATE OF OREGON**  
Corporation Division - UCC  
Public Service Building  
255 Capitol Street NE, Suite 151  
Salem, OR 97310 - 1327  
(503) 988-2200 Facsimile (503) 373-1166

**ACKNOWLEDGMENT NOTICE**

File No: 7234945

File Date: 04/17/2006

Expiration Date: 04/17/2011

Entered By: THEJOH

Doc Type: UCC-1 NEW FILING

DILIGENZ, INC.  
6500 HARBOUR HEIGHTS PKWY STE 400  
MUKILTEO, WA 98275

Your document was filed showing the file number and date listed above. The debtor name(s) and address(es) and secured party of record name(s) and address(es) are listed below.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:  
<http://filinginoregon.com>

**Secured party of record name(s) and address(es)**

SUMMIT LEASING, INC.  
PO BOX 7  
YAKIMA, WA 98907

**Debtor name(s) and address(es)**

THE ULTIMATE TAN  
15986 SW TUALATIN SHERWOOD RD  
SHERWOOD, OR 97140

DEBRA NASS  
15986 SW TUALATIN SHERWOOD RD  
SHERWOOD, OR 97140

EXHIBIT 1

EXHIBIT 2  
Page 26 of 41  
Page 5 of 19

State of Oregon  
Amendment 1 Page(s)

8028715509

7531872-2  
08/16/07 02:40 PM  
OR Sec. of State

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER [optional]**

DILIGENZ, INC. 1-800-858-5294

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

28366221

**PREPARED BY:**

DILIGENZ, INC.

6500 HARBOUR HEIGHTS PKWY, SUITE 400  
MUKILTEO, WA 98275**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

**1a. INITIAL FINANCING STATEMENT FILED:**  
7531872 2/22/2007

**1b. THIS FINANCING STATEMENT AMENDMENT IS**  
 **to be filed [or record] (or recorded) in the**  
**REAL ESTATE RECORDS.**

**2. TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

**3. CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

**4. ASSIGNMENT (if any or partial):** Give name of assignee in Item 7g or 7h and address of assignee in Item 7c; and also give name of assignor in Item 8.

**5. SECURED PARTY INFORMATION:** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

 CHANGE name and/or address. Please refer to the detailed instructions

in Item 14 for changing the name and address of a party.

 DELETE name. Give record name

(to be deleted in Item 8 or 9).

 ADD name. Complete Item 7a or 7b, and Item 7c or 7d (as applicable).  
Also complete Items 7e or 7f (as applicable).**6. CURRENT RECORD INFORMATION:**

<b>6a. ORGANIZATION'S NAME</b>			
OR	THE ULTIMATE TAN		

<b>6b. INDIVIDUAL'S LAST NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>

**7. CHANGED (NEW) OR ADDED INFORMATION:**

<b>7a. ORGANIZATION'S NAME</b>			
OR	NASS	DEBRA	

<b>7b. INDIVIDUAL'S LAST NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>

<b>7c. MAILING ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>
15901 SW ORIOLE COURT	SHERWOOD	OR	97140	

<b>7d. SEEING INSTRUCTIONS</b>	<b>ADDL INFO RE ORGANIZATION DEBTOR</b>	<b>7e. TYPE OF ORGANIZATION</b>	<b>7f. JURISDICTION OF ORGANIZATION</b>	<b>7g. ORGANIZATIONAL ID #, If any</b>
				<input type="checkbox"/> NONE

**8. AMENDMENT (COLLATERAL CHANGE):** check only **one** box.  
Describe collateral  deleted or  added, or give entire  detailed collateral description, or describe collateral  assigned.

**9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignee, if this is an Assignment; if this is an Amendment, if this adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.)

<b>9a. ORGANIZATION'S NAME</b>			
OR	SUMMIT LEASING, INC.		
<b>9b. INDIVIDUAL'S LAST NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>

<b>10. OPTIONAL FILER REFERENCE DATA</b>			
THE ULTIMATE TAN 12244 MS/AM/CP			28366221

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

#12244 1X  
EXHIBIT 1  
EXHIBIT 2  
Page 27 of 41  
Page 6 of 19

**State of Oregon**  
**Corporation Division - UCC**  
Public Service Building - 255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166

**ACKNOWLEDGMENT NOTICE**

CSC DILIGENZ, INC  
6500 HARBOUR HEIGHTS PKWY STE 400  
MUKILTEO, WA 98275

File Number: 7531872-2

File Date: 08/16/2007

Exp. Date: 02/22/2012

Entered By: ginspo

Doc Type: UCC

Amendment Parties

DebtorAdd

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

**Debtor name(s) and address(es)**

Individual: NASS, DEBRA  
15901 SW ORIOLE COURT  
SHERWOOD, OR 97140

State of Oregon  
Amendment 2 Page(s)

7531872-1  
03/13/07 02:27 PM  
OR Sec. of State

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**DILIGENZ, INC. 1-800-858-5294**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**25007728**  
PREPARED BY:

**DILIGENZ, INC.  
6500 HARBOUR HEIGHTS PKWY, SUITE 400  
MUKILTEO, WA 98275**

9028248407

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1b. This FINANCING STATEMENT AMENDMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (list all parties): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6a or 6b.

6. CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c.  DELETED name: Give record name  ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g, if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

**THE ULTIMATE TAN**

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7a. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7b. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID # SSN OR EIN  ADD INFO RE 7e. TYPE OF ORGANIZATION  
ORGANIZATION  
DEBTOR

JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, If any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral:  deleted, or  added, or give additional information concerning collateral:  assigned.  
**DEBTOR ATTACHED SCHEDULE I**

9. NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

6a. ORGANIZATION'S NAME

**SUMMIT LEASING, INC.**

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

**ULTIMATE TAN**

**25007728**

FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UOCS) (REV. 07/28/88)

EXHIBIT

EXHIBIT 2  
Page 29 of 41  
Page 8 of 19

**State of Oregon**  
**Corporation Division - UCC**  
Public Service Building - 255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166

**ACKNOWLEDGMENT NOTICE**

DILIGENZ  
6500 HARBOUR HEIGHTS PKWY STE 400  
MUKILTEO, WA 98275

**File Number:** 7531872-1

**File Date:** 03/13/2007

**Exp. Date:** 02/22/2012

**Entered By:** robcon

**Doc Type:** UCC

Amendment Collateral  
CollateralRestate

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

EXHIBIT 1

EXHIBIT 2  
Page 30 of 41  
Page 9 of 19

**SCHEDULE "1"**

**LESSEE: Debra Nass  
D/B/A THE ULTIMATE TAN**

**LEASE NUMBER: 12244**

<b>QTY</b>	<b>DESCRIPTION</b>
------------	--------------------

**SERIAL NUMBERS FORTHCOMING**

(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) FUTURE INDUSTRIES ELIXIR	SN:E403-0091
(1) ERGOLINE CLASSIC 600	SN:9000800682000596
(1) SUNDASH RADIUS 252	SN:1057
(1) T-MAX PRO MANAGER	
(1) MODEL MATRIX L33	SN: 1830377
(1) MODEL MATRIX L33	SN: 1830378
(1) MAGIC TAN MT 3000	SN: 3001
 MYSTIC SPRAY BOOTH	SN:TBU-12083
SUNDASH RADIUS 252	SN 627
2 ERGOLINE CLASSIC 600	SN 693, 438
ERGOLINE CLASSIC 650	SN 593
TAN AMERICA VIP 32	SN A-1023

**Initials \_\_\_\_\_**

Attachment to Lease Agreement No. 12244 :MS/am  
Summit Leasing, Inc., P.O. Box 7, Yakima, WA 98907

Page 1 of 1

EXHIBIT 1

EXHIBIT 2 Page 31 of 41  
Page 10 of 19

State of Oregon  
Initial Filing 2 Page(s)

7631872  
02/22/07 02:00 PM  
OR Sec. of State

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

DILIGENZ, INC. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

24637293

PREPARED BY:

DILIGENZ, INC.  
6500 HARBOUR HEIGHTS PKWY, SUITE 400  
MUKILTEO, WA 98275

Filed in: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

THE ULTIMATE TAN

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

15901 SW ORIOLE COURT

CITY

STATE

POSTAL CODE

COUNTRY

OR

97140

USA

1d. TAX ID # EIN OR SSN ADDL INFO RE 1e. TYPE OF ORGANIZATION  
ORGANIZATION  
DEBTOR

SOLE PROPRIETOR OR

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

OR

2d. TAX ID # EIN OR SSN ADDL INFO RE 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR IF P) - Insert only if a secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

SUMMIT LEASING, INC.

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

OR

WA

98907

USA

4. This FINANCING STATEMENT covers the following collateral:  
PER ATTACHED SCHEDULE 1

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIBN	<input type="checkbox"/> NON-UCC FILING
---------------------------------------------	---------------------------------------------------	----------------------------------------------	----------------------------------------	---------------------------------------	-----------------------------------	-----------------------------------------

6. <input type="checkbox"/> This FINANCING STATEMENT is to be used (parties) (or parties) in the REAL ESTATE RECORDOR. An Addendum <input type="checkbox"/> I REQUEST A REQUEST REPORT (S) ON Debtor(s) <input type="checkbox"/> TAITIONAL FEE	<input type="checkbox"/> As Debtor	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------	-----------------------------------	-----------------------------------

6. OPTIONAL FILER REFERENCE DATA

THE ULTIMATE TAN 12244

24637293

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

**State of Oregon**  
**Corporation Division - UCC**  
Public Service Building - 255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166

**ACKNOWLEDGMENT NOTICE**

DILIGENZ  
6500 HARBOUR HEIGHTS PKWY STE 400  
MUKILTEO, WA 98275

File Number: 7531872  
File Date: 02/22/2007  
Exp. Date: 02/22/2012  
Entered By: robcon  
Doc Type: UCC  
New Filing

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

**Secured party of record name(s) and address(es)**

Organization: SUMMIT LEASING, INC.  
PO BOX 7  
YAKIMA, WA 98907

**Debtor name(s) and address(es)**

Organization: THE ULTIMATE TAN  
15901 SW ORIOLE COURT  
SHERWOOD, OR 97140

**State of Oregon**  
**Corporation Division - UCC**  
Public Service Building - 255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166

**ACKNOWLEDGMENT NOTICE**

CSC DILIGENZ, INC  
6500 HARBOUR HEIGHTS PKWY STE 400  
MUKILTEO, WA 98275

**File Number:** 8157520  
**File Date:** 12/19/2008  
**Exp. Date:** 12/19/2013  
**Entered By:** robcon  
**Doc Type:** UCC  
**New Filing**

Your document was filed showing the file number and date listed above.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above.

Note: You can access our records or filing forms through the Internet at the address:

<http://www.ucc.sos.state.or.us>

**Secured party of record name(s) and address(es)**

Organization: SUMMIT LEASING, INC.  
PO BOX 7  
YAKIMA, WA 98907

**Debtor name(s) and address(es)**

Individual: NASS, DEBRA  
14901 SW ORIOLE COURT  
SHERWOOD, OR 97140

Organization: ULTIMATE TAN (THE)  
2296 GABLE ROAD, SUITE 240  
SAINT HELENS, OR 97051

#12967  
EXHIBIT 1

EXHIBIT 2  
Page 34 of 41  
Page 13 of 19

State of Oregon  
Initial Filing 1 Page(s)

9033903009

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**CSC DILIGENZ, INC. 1-800-858-5294**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)  
**39062005  
CSC DILIGENZ, INC.  
6500 HARBOUR HEIGHTS PKWY, SUITE 400  
MUKILTEO, WA 98275**

Filed In: Oregon (S.O.S.)

8157520  
12/19/08 03:16 PM  
OR Sec. of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR 1b. INDIVIDUAL'S LAST NAME <b>NASS</b> FIRST NAME <b>DEBRA</b> MIDDLE NAME <b></b> SUFFIX <b></b>				
1c. MAILING ADDRESS <b>15901 SW ORIOLE COURT</b>		1d. CITY <b>SHERWOOD</b>	1e. STATE <b>OR</b>	1f. POSTAL CODE <b>97140</b>
1g. SEE INSTRUCTIONS ORGANIZATION DEBTOR		1h. COUNTRY <b>USA</b>		
1i. ADD'L INFO RE ORGANIZATION DEBTOR <b>INDIVIDUAL</b>		1j. TYPE OF ORGANIZATION <b>OR</b>		
		1k. JURISDICTION OF ORGANIZATION		
		1l. ORGANIZATIONAL ID #, if any <b></b>		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME <b>ULTIMATE TAN (THE)</b>				
OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
2c. MAILING ADDRESS <b>2296 GABLE ROAD, SUITE 240</b>		2d. CITY <b>ST. HELENS</b>	2e. STATE <b>OR</b>	2f. POSTAL CODE <b>97051</b>
2g. SEE INSTRUCTIONS ORGANIZATION DEBTOR		2h. COUNTRY <b>USA</b>		
2i. ADD'L INFO RE ORGANIZATION DEBTOR <b>SOLE</b>		2j. TYPE OF ORGANIZATION <b>OR</b>		
		2k. JURISDICTION OF ORGANIZATION		
		2l. ORGANIZATIONAL ID #, if any <b>454814-96</b>		

3. SECURED PARTY'S NAME (if NAME of TOTAL ASSIGNEE of ASSIGNOR/B/P) - Insert only one Secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>SUMMIT LEASING, INC.</b>				
OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
3c. MAILING ADDRESS <b>PO BOX 7</b>		3d. CITY <b>YAKIMA</b>	3e. STATE <b>WA</b>	3f. POSTAL CODE <b>98907</b>
		3g. COUNTRY <b>USA</b>		

4. THIS FINANCING STATEMENT covers the following collateral:  
DBA THE ULTIMATE TAN

EQUIPMENT LOCATION: 2296 GABLE ROAD, SUITE 240, ST. HELENS, OR

(1) OPEN SUN S/N: 057853; (1) MYSTIC MT 3000 SPRAY BOOTH S/N: 20031066; (1) SOLTRON SHARK S/N: 798313;  
(2) SUNDASH 252 S/N: 798313 & 800809705000363; (2) SOLTRON HOT PEPPER S/N: 772223 & 773146;  
(1) DR. MUELLER ONYX S/N: 1964; (1) T-MAX MANAGER PRO

5. ALTERNATIVE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  THE FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)  All Debtors  Debtor 1  Debtor 2

7. ADDITIONAL FEE

8. OPTIONAL FILER REFERENCE DATA  
**ULTIMATE TAN, DBA: 12967 MS/JJ** **39062005**

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

CRAWFORD, DEBRA ANN

OR Sec of State  
04/16/2012

8157520-1\_5766660

Lien#: 8157520-1

UCC

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER [optional]**

CSC 1-800-858-5294

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

66089495 - 306350

Corporation Service Company  
285 Liberty St. NE  
Salem, OR 97301

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**1a. INITIAL FINANCING STATEMENT FILE #  
8157520 12/19/20081b. This FINANCING STATEMENT AMENDMENT is  
to be filed (or recorded) or recorded in the  
REAL ESTATE RECORDS.2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3.  CONTINUATION: Effectiveness of the Financing Statement identified above will with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4.  ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

 CHANGE name and/or address: Please refer to the detailed instructions DELETE name: Give revised name  
to be reflected in Item 6a or 6b. ADD name: Complete item 7a or 7b, and also Item 7c;  
also complete items 7a-7c (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME NAS	FIRST NAME DEBRA	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME CRAWFORD	FIRST NAME DEBRA	MIDDLE NAME ANN	SUFFIX
----	----------------------------------------	---------------------	--------------------	--------

7c. MAILING ADDRESS 15901 SW ORIOLE COURT	CITY SHERWOOD	STATE OR	POSTAL CODE 97140	COUNTRY USA
----------------------------------------------	------------------	-------------	----------------------	----------------

7d. SEE INSTRUCTIONS ORGANIZATION / DEBTOR	ADD'L INFO RE INDIVIDUAL	7e. TYPE OF ORGANIZATION INDIVIDUAL	7f. JURISDICTION OF ORGANIZATION OR	7g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
-----------------------------------------------	-----------------------------	----------------------------------------	----------------------------------------	-----------------------------------------------------------------------------

**B. AMENDMENT (COLLATERAL CHANGE): check only one box.**Describe collateral  deleted or  added, or give entire  detailed collateral description, or describe collateral  assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment), If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

SUMMIT LEASING, INC.

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA  
ULTIMATE TAN DBA 12967 MS/JJ/PB 66089495

OR Sec of State  
04/16/2012

Lien#: 8157520-3

8157520-3\_5766682

UCC

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
CSC 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

 66090174 - 306350

Corporation Service Company  
285 Liberty St. NE  
Salem, OR 97301

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 8157520 12/19/2008	1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.				
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.					
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignee in Item 8.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.					
<input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions <small>in regards to changing the name/address of a party.</small>	<input type="checkbox"/> DELETE name: Give record name <small>to be deleted in Item 8a or 8b.</small>	<input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c, <small>also complete Items 7e-7f (if applicable).</small>			
6. CURRENT RECORD INFORMATION:					
6a. ORGANIZATION'S NAME					
OR 6b. INDIVIDUAL'S LAST NAME NASS FIRST NAME DEBRA MIDDLE NAME SUFFIX					
7. CHANGED (NEW) OR ADDED INFORMATION:					
7a. ORGANIZATION'S NAME					
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY					
7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.
- AMEND TO ADD EQUIPMENT PER ATTACHED SCHEDULE

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.					
9a. ORGANIZATION'S NAME SUMMIT LEASING, INC.					
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					

10. OPTIONAL FILER REFERENCE DATA ULTIMATE TAN DBA 14081 MS/JJ/PB		66090174
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FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

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SCHEDULE "1"

LESSEE: Debra Nass  
D/B/A THE ULTIMATE TAN

LEASE NUMBER: 12244

QTY	DESCRIPTION
-----	-------------

SERIAL NUMBERS FORTHCOMING

(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) PANEL BOOSTER 200- AMP 208 TO 235V	
(1) FUTURE INDUSTRIES ELIXIR	SN:E403-0091
(1) ERGOLINE CLASSIC 600	SN:9000800682000596
(1) SUNDASH RADIUS 252	SN:1057
(1) T-MAX PRO MANAGER	
(1) MODEL MATRIX L33	SN: 1830377
(1) MODEL MATRIX L33	SN: 1830378
(1) MAGIC TAN MT 3000	SN: 3001
MYSTIC SPRAY BOOTH	SN:TBU-12083
SUNDASH RADIUS 252	SN 627
2 ERGOLINE CLASSIC 600	SN 693, 438
ERGOLINE CLASSIC 650	SN 593
TAN AMERICA VIP 32	SN A-1023

Initials \_\_\_\_\_

Attachment to Lease Agreement No. 12244 :MS/am  
Summit Leasing, Inc., P.O. Box 7, Yakima, WA 98907

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EXHIBIT 1

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## THE ULTIMATE TAN &amp; M

OR Sec of State  
04/16/2012

Lien#: 8157520-2

8157520-2\_576661

UCC

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

CSC 1-800-858-5294

## B. SEND ACKNOWLEDGMENT TO: (Name and Address)

 66089796-306350

Corporation Service Company  
285 Liberty St. NE  
Salem, OR 97301

## THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
8157520 12/19/20081b. This FINANCING STATEMENT AMENDMENT is  
to be filed [or record] or recorded in the  
REAL ESTATE RECORDS.2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4.  ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c, and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

 CHANGE name and/or address. Please refer to the detailed instructions DELETE name. Give record name ADD name: Complete Item 7a or 7b, and also Item 7c;

in regards to changing the name/address of a party.

to be deleted in Item 6a or 6b.

also complete Items 7e/7g (if applicable).

## 6. CURRENT RECORD INFORMATION:

OR 6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

NASS

FIRST NAME

DEBRA

MIDDLE NAME

SUFFIX

## 7. CHANGED (NEW) OR ADDED INFORMATION:

OR 7a. ORGANIZATION'S NAME

THE ULTIMATE TAN &amp; MED SPA, LLC

OR 7b. INDIVIDUAL'S LAST NAME

15901 SW ORIOLE COURT

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

SHERWOOD

STATE

OR

97140

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

7e. TYPE OF ORGANIZATION

LLC

7f. JURISDICTION OF ORGANIZATION

OR

7g. ORGANIZATIONAL ID #, if any

65859390

 NONE

## 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.9. NAME OF SECURED PARTY OR RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment, if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment)

OR 9a. ORGANIZATION'S NAME

SUMMIT LEASING, INC.

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

ULTIMATE TAN DBA 14081 MS/JJ/PB

66089796

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UCC

Contract	Customer	Equipment	Address	Assistant	Expires	State	Status
A12244 <i>ADDED</i>	The Ultimate Tan & Med Spa, LLC	Various Tanning Equipment	20649 SW Roy Rogers Rd Sherwood, OR 97140	Pam Brooks	02/22/12	OR	Rew
E14081	The Ultimate Tan & Med Spa, LLC	Tanning Beds for 3 locations.	2296 Gable Rd. Suite 240 St. Helens, OR 97051	Pam Brooks	12/09/13	OR	Actv
<i>A12967</i> <i>Oldest</i>	The Ultimate Tan & Med Spa, LLC	Tanning Beds	2296 Gable Rd. Suite 240 St. Helens, OR 97051	Pam Brooks	12/19/13	OR	Rew
A11859	The Ultimate Tan & Med Spa, LLC	(2) Tanning beds	15986 SW Tualatin Sherwood Rd. Sherwood, OR 97140	Pam Brooks	04/18/16	OR	Rew

Amd to add equip # 12244 + 12967

Amd to name Add married name

Add Company name

## Assignment & Assumption Agreement

FROM: THE ULTIMATE TAN & MED SPA, LLC  
TO: DEBRA ANN CRAWFORD

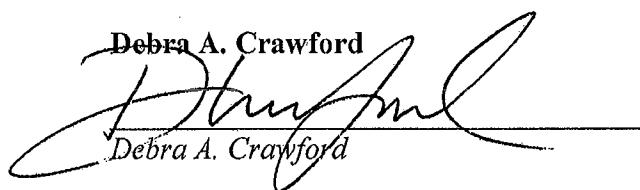
In exchange for the agreement of Debra A. Crawford to assume all outstanding debt of The Ultimate Tan & Med Spa, LLC, including all secured loans, unsecured loans, accounts payable, and unpaid wages owed by The Ultimate Tan & Med Spa, LLC (but excepting any tax debt that Debra A. Crawford is not currently responsible for), The Ultimate Tan & Med Spa, LLC hereby assigns to Debra A. Crawford all right, title and interest in all inventory and equipment located at all business locations of The Ultimate Tan & Med Spa, LLC. The Ultimate Tan & Med Spa, LLC also hereby assigns all accounts, outstanding accounts receivable, all inventory and all work in progress located at The Ultimate Tan & Med Spa, LLC to Debra A. Crawford. In addition, The Ultimate Tan & Med Spa, LLA assigns to Debra A. Crawford all leasehold interests for all business locations.

The Ultimate Tan & Med Spa, LLC

  
Debra A. Crawford by  
The Ultimate Tan & Med Spa, LLC

Dated: April 24<sup>th</sup>, 2014

Debra A. Crawford

  
Debra A. Crawford

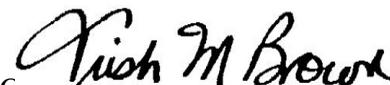
Dated: April 24<sup>th</sup>, 2014

October 24, 2014

Clerk, U.S. Bankruptcy Court

Below is a Judgment of the Court. If the judgment is for money, the applicable judgment interest rate is: 0.10 percent.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON



TRISH M. BROWN  
U.S. Bankruptcy Judge

In re

Debra A. Crawford,

Debtor.

Summit Leasing, Inc.,

Plaintiff,

v.

Debra A. Crawford; The Ultimate Tan &amp; Med Spa, LLC; and Rachel Jones Nass,

Defendant.

Case No. 14-32580-tmb13

Adversary Proceeding No. 14-03219-tmb

**STIPULATED JUDGMENT**

Debra A. Crawford (“Crawford”) and Summit Leasing, Inc. (“Summit Leasing”) hereby stipulate to judgment in favor of Summit Leasing as a resolution to Summit Leasing’s First and Second Claims for relief as set forth in the Complaint. The Court, having considered the stipulation of the parties as indicated by their counsel’s signature below, finding there is no just reason for delay, and being fully advised in the premises, it is hereby

**ORDERED AND ADJUDGED:**

- Crawford agrees to entry of a judgment in the principal amount of Thirty-One Thousand Dollars (\$31,000.00) against her and in favor of Summit Leasing with interest accruing at the federal judgment rate (the “Judgment”).

2. Crawford and Summit Leasing stipulate and agree that the Judgment is a nondischargeable debt of Crawford's pursuant to 11 U.S.C. §§ 523(a)(2)(A), and 523(a)(6), and shall be entitled to collateral estoppel effect in this and any subsequent bankruptcy case filed by or against Crawford.

3. Crawford agrees to and shall satisfy the Judgment by commencing payments to Summit Leasing in the amount of \$3,300.00 per month with the first payment due thirty (30) days from entry of Crawford's order of discharge in Bankruptcy Case No. 14-32580-tmb13 with additional payments of \$3,300.00 due on the same day each month thereafter until the balance of the Judgment is paid in full.

4. Summit Leasing shall retain its security interests in the equipment it financed for Crawford and any additional equipment pledged as security to secure amounts due under the Judgment and Summit Leasing shall not be required to release its security interests unless and until the Judgment is paid in full.

5. If Crawford fails to timely make any monthly payment when due, Summit Leasing shall be authorized to enforce the judgment by any means provided by law.

6. Crawford and Summit Leasing hereby acknowledge and agree that they have read this Judgment in its entirety, that they fully understand its content and effect, and that they agree to entry of the same. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between Crawford and Summit Leasing other than as set forth herein. Crawford and Summit Leasing each acknowledge that they have not relied upon any inducements or representations on the part of the other party, or any agent acting on behalf of the other party, in entering into this Judgment.

/ / /

/ / /

/ / /

/ / /

# # #

**IT IS SO STIPULATED:**

FARLEIGH WADA WITT

MUIR & TROUTMAN

By: /s/ Jason M. Ayres  
Jason M. Ayres, OSB #001966  
Attorney for Plaintiff

By: /s/ Ted A. Troutman  
Ted A. Troutman, OSB #844470  
Attorney for Debra A. Crawford

**PRESENTED BY:**

FARLEIGH WADA WITT

By: /s/ Jason M. Ayres  
Jason M. Ayres, OSB #001966  
Attorney for Plaintiff

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re )  
DEBRA A CRAWFORD ) Case No. 14-32580-TMB13  
Debtor(s). )  
 ) TRUSTEE MOTION TO DISMISS  
 ) FOR MISSED PLAN PAYMENTS;  
 ) AND ORDER AND NOTICE THEREON  
 )  
 )

Wayne Godare, Chapter 13 Bankruptcy Trustee (“Trustee”), represents that the last payment by the debtor(s) was made on **October 23, 2014** and that the debtor(s) are **\$6,600.00 (through December)** in default under the terms of the current plan. Accordingly, Trustee requests an Order dismissing the case without further notice or hearing unless the debtor(s) BOTH:

1. Submit a Wage Deduction Order to the court for signature, with a copy to Trustee, within twenty-eight (28) days of the date below unless the debtor(s) is self employed, **AND**
  2. EITHER: (i) bring the Plan payments completely current, **OR** (ii) enter into an Order Resolving Trustee Motion to Dismiss approved by Trustee.

If the debtor(s) fail to comply with the requirements set out in points 1 and 2, dismissal is appropriate for the following reasons: (A) unreasonable delay that is prejudicial to creditors under 11 U.S.C. § 1307(c)(1); and (B) material default under the terms of the plan under 11 U.S.C § 1307 (c)(6).

**DATED: January 16, 2015**

/s/ Wayne Godare  
Chapter 13 Trustee

**IT IS ORDERED AND NOTICE IS GIVEN THAT**, within twenty-eight (28) days of the date above, the debtor(s) must EITHER:

1. The debtor(s) must BOTH:
    - i. Submit a Wage Deduction Order to the court for signature, with a copy to Trustee, unless the debtor(s) is self-employed, **AND**
    - ii. **EITHER:** (a) bring the Plan payments completely current (default amount above PLUS the January payment), **OR** (b) enter into an Order Resolving Trustee Motion to Dismiss approved by Trustee; **OR**
  2. File a written request for hearing using Local Form (LBF) #1366.3, SETTING FORTH THE SPECIFIC GROUNDS THEREFORE, AND serve a copy upon Trustee.

If the debtor(s) fail to comply with the requirements set out in either points 1 or 2, the court will enter an Order dismissing the case without further notice or hearing upon the filing by Trustee of a statement that the debtor(s) failed to comply.

###

## **CERTIFICATE OF SERVICE**

I hereby certify that on May 11, 2015, I electronically filed the foregoing

## **OBJECTION TO DEBTOR'S MOTION TO EXTEND AUTOMATIC STAY** with the

4 Clerk of the Court using the CM/ECF system which will send notification of such filing to the

5 following:

- CHRISTOPHER N COYLE vbcattorney4@yahoo.com, chris@vbcattorneys.com
  - Wayne Godare c0urtmai1@portland13.com, c0urtmai1@portland13ct.com
  - TED A TROUTMAN tedtroutman@gmail.com, rusty@muir-troutman.com
  - US Trustee, Portland USTPRegion18.PL.ECF@usdoj.gov

and I hereby certify that I have mailed by United States Postal Service the document to the

following non-CM/ECF participants:

Debra A. Crawford  
15901 SW Oriole Ct.  
Sherwood, OR 97140

FARLEIGH WADA WITT

By: /s/ Jason M. Ayres  
Jason M. Ayres, OSB #001966  
(503) 228-6044  
[jayres@fwwlaw.com](mailto:jayres@fwwlaw.com)  
Attorneys for Summit Leasing,